

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
OCTOBER 17, 2011
7:00 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

PROCLAMATIONS AND RECOGNITIONS

CITIZENS COMMENTS - *Individuals may address the City Council about any item not included on the regular agenda. Specific procedures that are used for Citizens Comments are available on notecards located in the rack near the entrance to the Council Chambers. Speakers are requested to come to the podium, state their name and address for the clerk's record, and limit their remarks to three minutes. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.*

COUNCIL COMMENTS

CONSENT AGENDA - *These items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*

1. October 3, 2011 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes—
--Economic Development Authority, September 12, 2011
3. Monthly Reports
--Administration
--Community Development
--Finance
--Public Works
--Park and Recreation
4. Verified Claims

5. Purchases
6. Minor Subdivision—5108 Lexington Avenue North
7. Minor Subdivision—4877 Nottingham Place
8. Call for Public Hearing—Modification of Municipal Development District No. 2 and Establishment of Tax Increment Financing District No. 7 (Economic Development District) Relating to Shoreview Senior Living (Cascades) Senior Housing Project
9. Approval of Ramsey County GIS Joint Powers Agreement
10. Developer Escrow Reduction
11. Acceptance of Donations for Kids Corner
12. Amendments to Employee Handbook Policies
13. Establish Project & Order Preparation of Feasibility Report—County Road F/Floral/Demar Reconstruction, CP 12-01

PUBLIC HEARING

14. Proposed Economic Development Assistance (Business Subsidy) for DPS-Shoreview, LLC/Stonehenge USA for Red Fox Road Retail Project --- Authorizing the Execution of a Development Agreement for Tax Increment Financing

GENERAL BUSINESS

15. Final Plat and PUD, Final Stage—Development Agreements—DPS Shoreview LLC/City County Credit Union, Red Fox Road/Lexington Avenue

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

**CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL
October 3, 2011**

CALL TO ORDER

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on October 3, 2011.

PLEDGE OF ALLEGIANCE

The meeting opened with the Pledge of Allegiance.

ROLL CALL

The following members were present: Mayor Martin; Councilmembers Huffman, Quigley, Wickstrom and Withhart.

APPROVAL OF AGENDA

MOTION: by Councilmember Wickstrom, seconded by Councilmember Withhart to approve the October 3, 2011 agenda as submitted.

VOTE: Ayes - 5 Nays - 0

PROCLAMATIONS AND RECOGNITIONS

Ramsey County Sheriff Matt Bostrom stated that it is his goal to touch base with the City at least once a year and listen to any questions or concerns. Sheriff Bostrom described his background and stated that the ability to deliver good public service needs to be on a regional approach. No city can respond to major disasters on its own. The regional face of public response is at the county level, which is why he decided to run for Sheriff. What does the Sheriff's office do? The statute lays out duties: 1) safe detention until court appearance; 2) deal with court issues, such as serving as bailiffs and serving court documents; 3) serve as full police department for seven communities in Ramsey County; 4) manage all waterways, which is 18 miles of Mississippi River and 32 lakes in the county; 5) management of warrants. The Sheriff's office is the ligament between a number of entities--local police departments, courts, DNR.

How are these tasks accomplished? The Sheriff's office works with neighborhoods and invites residents to participate in solutions. Collaboration is the focus, not competition. The Sheriff's Department budget is taxpayer money, and it is important to make sure it is honored to provide the best public safety possible. Staff development is important as is recruitment from within community. Wearing the uniform does not just mean addressing issues with kids when they do wrong but to be along side them when they are doing things right, so that positive behavior is re-enforced.

Recent accomplishments include an updated operating manual to guide all activities based on national standards. It is available to all employees. Work has been done with the communication center, especially to reach those with disabilities with pre-arrival instructions for those with medical calls. His goal is for the public to see his deputies as the “best of the best”.

Councilmember Huffman welcomed Sheriff Bostrom and stated that Shoreview has always had a good relationship with the Sheriff’s department and look forward to that continuing in the future. He noted that Shoreview’s per capita expense on public safety is 60% of other similar cities who have their own police departments. That is because of the excellence of the Sheriff’s Department.

Councilmember Wickstrom noted that one deputy just gave an excellent presentation to her homeowners association. She also acknowledged the loss of Barbara Russo, a member of the Sheriff’s Department staff. Sheriff Bostrom stated that Barb coordinated volunteers and is a big loss. Ramsey County is rich with hundreds of volunteers.

Councilmember Quigley stated that the Sheriff’s Department coordinates well with the Fire Department and Allina. All three show up on emergency calls. There has been a question of why in a time of economic hardship, but this is one reason Shoreview is rated so highly in public safety.

Mayor Martin noted that the recent community survey shows more than 95% satisfaction on public safety. Staff will share the details of those answers with the Sheriff’s Department, which reflects on the Department’s work. She is pleased the City works with Ramsey County Sheriff Department for police protection because of the cost-effective training that is provided through County deputies. It is much more difficult for small cities to provide that kind of high skill training on their own.

Sheriff Bostrom indicated that he would be interested to see the survey results and try to beat the 95% number. He noted a trend for active shootings have occurred most recently in schools, courthouses and government meetings in suburbs. The Department has had training in this critical area. His goal is to support effective public safety in all communities.

Mayor Martin thanked Sheriff Bostrom for his time and for answering questions.

CITIZEN COMMENTS

There were none.

COUNCIL COMMENTS

Mayor Martin:

October is Breast Cancer Awareness Month. Everyone is encouraged to call sisters, mothers, grandmothers and friends and tell them to have mammograms.

On Saturday, October 8, 2011, the Fire Department will hold an Open House at Station No. 3 from 11 am to 2 pm.

Also, on October 8, 2011, there will be a Kids' Garage Sale and Touch a Truck event at the Community Center from 9:00 a.m. to Noon. Trucks and snow plows will be available for kids to climb on and view.

Councilmember Huffman:

Attended a Yellow Ribbon event which turned out very well. He thanked all volunteers who are working on this project.

Councilmember Withhart:

On Thursday evening, October 6, 2011, the City will hold a Volunteer Recognition event at the Community Center for City volunteers.

Councilmember Wickstrom:

Anyone interested in participating in the Yellow Ribbon project is welcome and encouraged to attend the next meeting on Thursday, October 20, 2011, at Roseville City Hall at 7:00 p.m. There is a group to be deployed from Arden Hills in November so there are many service opportunities to help families who will be left behind. For more information, please contact Councilmember Wickstrom.

On October 27, 2011, the Ramsey County League of Local Governments will hold a special meeting with the Metropolitan Council representatives in Ramsey County. The meeting will be at 7:00 p.m. at Maplewood City Hall.

Councilmember Quigley:

Asked Councilmember Wickstrom when the League of Women Voters plans to hold a session with school board candidates. Councilmember Wickstrom responded that it will be in New Brighton. Meeting information will be posted on CTV.

CONSENT AGENDA

Councilmember Wickstrom made the following corrections to minutes:

September 13, 2011 workshop meeting minutes:

Page 3: The word sing should be sign regarding the McGuire purchase agreement.

September 19, 2011 - City Council Meeting Minutes:

Page 2, top after Justine Green drop the word "for" at the end of the phrase.

Page 2, after Kathryn Keefer change "to stabilize" to "on the bank" leading... .

MOTION: by Councilmember Withhart, seconded by Councilmember Huffman to approve the Consent Agenda and all relevant resolutions with the noted corrections to the September 12, 2011 workshop meeting minutes and September 19, 2011 City Council meeting minutes:

1. September 12, 2011 City Council Workshop Meeting Minutes, as amended
2. September 19, 2011 City Council Meeting Minutes, as amended
3. Receipt of Committee/Commission Minutes:
 - Economic Development Commission, August 16, 2011
 - Planning Commission, August 23, 2011
 - Human Rights Commission, August 24, 2011
 - Environmental Quality Committee, September 26, 2011
4. Verified Claims in the Amount of \$610,028.87
5. Purchases
6. Resolution Calling for Public Hearing on Proposed Subsidy for Stonehenge USA (DPS-Shoreview, LLC)
7. Approval of Special Event Liquor License - St. Odilia Church
8. Approval of Final Payment - 2011 Street Light Replacement, CP 11-07
9. Developer Escrow Reduction
10. Acceptance of Bid - Sanitary Sewer Lift Station Improvements, CP 10-02
11. Award of Quote - Portable Restroom Enclosures

VOTE: Ayes - 5 Nays - 0

PUBLIC HEARING

AMENDMENT OF ENABLING RESOLUTION FOR THE ECONOMIC DEVELOPMENT AUTHORITY RELATING TO BOARD MEMBERSHIP REQUIREMENTS

Presentation by Asst. City Manager/Community Development Director Tom Simonson

The Economic Development Authority (EDA) recommends an amendment to expand the eligibility requirements of those who may serve on its Board. The EDA was established in 2008, with a 5-member Board--3 members from the City Council and 2 members from the Economic Development Commission (EDC). Two members have recently resigned. The EDA is interested in broadening its membership. The goals and initiatives of the EDA include economic development and housing programs. The Board would benefit from members with a housing background. There is also consensus to maintain the link between the EDA and EDC with at least one member of the EDC continuing to serve on the EDA Board. State law requires a public hearing to amend the Enabling Resolution and By-Laws. The public hearing notice was published for two weeks in the City's legal newspaper. The amendment would maintain a five-member Board with three members from the City Council but add that: "two members who are: either residents of the City of Shoreview or work in, own, or operate a business within the City limits of Shoreview, including individuals who may currently be serving on another City

sponsored advisory committee or commission.” The EDA is recommending the public hearing and consideration of this amendment.

Mayor Martin opened the public hearing for public comment.

Mr. Robert Higgins, 951 Oakridge, asked why there is a need for an EDA, Planning Commission and Building Inspector. Councilmember Huffman answered that the EDA was created to focus on growing and keeping businesses in Shoreview. With the current economic environment, the EDA is also addressing the question of how homeowners can reinvest in their property and avoid foreclosure. No staff has been added for the EDA. Any property that is in foreclosure puts a big hit on the value of nearby properties. PaRSystems is located in Shoreview because of the work the EDA has done.

Mayor Martin stated that the Planning Commission provides a valuable means for citizens to give input on how the community is developed.

Mr. Higgins responded that the City is built out. He said that Tanglewood Drive was rebuilt five years ago and now is being repaired again. The new maintenance garage was not needed. Mayor Martin said Shoreview is a city that is well managed and does not spend money on unnecessary things. Mr. Schwerm stated that Tanglewood reconstruction is about 20 years old and now is being resurfaced.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Huffman, to close the public hearing in consideration of the amendment to the Enabling Resolution and By-Laws of the Shoreview Economic Development Authority.

VOTE: Ayes - 5 Nays - 0

Mayor Martin closed the public hearing at 7:38 p.m.

MOTION: by Councilmember Withhart, seconded by Councilmember Wickstrom to adopt Resolution No. 11-72, amending the Enabling Resolution and By-Laws as it relates to membership requirements for serving on the Shoreview Economic Development Authority.

ROLL CALL: Ayes: Huffman, Quigley, Wickstrom, Withhart, Martin
Nays: None

Mayor Martin noted that the City is soliciting applications for both the EDC and EDA. The EDC deadline is October 21, 2011; the deadline for EDA is November 1, 2011. Applicants may apply for one and/or both.

**PUBLIC HEARING - PLANNED UNIT DEVELOPMENT - DEVELOPMENT
STAGE/REZONING/PRELIMINARY PLAT/COMPREHENSIVE SIGN REVIEW****Presentation by City Planner Kathleen Nordine**

Four applications have been submitted: 1) rezone from Urban Underdeveloped (UND) to Planned Unit Development (PUD); 2) preliminary plat to subdivide the property into four parcels; 3) PUD Development Stage review; and 4) Comprehensive Sign Plan. The property consists of 6.6 acres. Adjacent land uses are commercial with Target and Wendy's, and Island Lake Golf Course owned by Ramsey County.

Rezoning

The proposal is to develop a mixed use retail center. The first phase would be a retail center of 10,034 square feet in size with multi tenants; the second phase would be for a specialty market of 14,000 square feet; and the third phase would be a commercial building of 3,800 square feet. This development would begin this fall. The PUD zoning is requested with underlying zoning of C2. The City Comprehensive Plan designates this site for commercial use. Therefore, this application is consistent. Surrounding land uses are commercial in nature so there would be no adverse impact to adjacent property.

Preliminary Plat

The property would be subdivided into four new parcels, which would comply with City standards. The development would occur on three lots, and the fourth lot, Outlot A, would be used for storm water ponding. An easement over an existing water main will need to be vacated, as the water main will be moved and a new easement required. A cul-de-sac terminus would be dedicated for Red Fox Road and an additional 10 feet on the north side for future road improvements.

PUD

Deviations from City Code are being requested to allow flexibility from development standards in exchange for higher quality development. The proposal shows shared infrastructure for the entire development, which includes parking, lot areas, utilities and storm water management. The parking shown complies with City requirements, but additional proof of parking area is shown on the back side of the building adjacent to MnDOT's right-of-way. A setback reduction on Lot 3 for a potential future drive-through facility is requested. Should this drive-through canopy be built, a setback of 22 feet is proposed rather than the required 30 feet. Wetland on Lot 3 forces the buildable area to the north. Therefore, staff believes this change is justified. Parking would be built as needed in additional phases of development. The proposed structures on Lots 1 and 2 comply with City setback standards. A setback of 20 feet is required for all parking. A setback of 15 feet is proposed on Lot 1 and 5 feet on Lots 2 and 3 to accommodate the additional 10 feet of right-of-way for Red Fox Road. Staff believes this is reasonable due to the proximity to I-694.

Benefits that would be derived from the requested deviations include a coordinated development with shared infrastructure; architectural enhancements to the buildings; and use of sustainable practices to preserve open space on the east side, preserve and protect wetland and wooded areas, and use of water efficient facilities for all the sites.

The wetland to the east will be preserved. The woodland will be used for storm water ponding, but the trees to be removed are not of high quality. Some wooded area will remain east of the pond. Significant grading is not needed, except for the storm water ponding. This is not a designated flood plain area. Overflow from the storm water pond is to the Mn/DOT drainage area and requires a permit. A conditional permit has been granted by the Rice Creek Watershed District.

Future sites would go through the Site Plan Review process to be sure of consistency with the approved PUD. The retail center, Phase 1, is a one-story building facing Red Fox Road. The building complies with all design standards and incorporates sustainable practices of water conservation and indoor environmental quality.

A traffic study was done in 2010, which determined that current road improvements are adequate for the proposed development. However, during peak hours the intersection of Red Fox Road and Lexington is congested, and staff is requesting that the developer participate in further discussion of future improvements to the roadway and additional right-of-way as part of the plat.

Comprehensive Sign Plan

The application is for two free-standing signs--a monument sign on Red Fox Road and a pylon sign on I-694. Both signs comply with City standards. Wall signs are proposed for the retail center and do comply with the City ordinance. The number of signs (16) proposed exceeds the maximum number permitted, as wall signs are requested for the rear of buildings facing I-694. The sign package is consistent with other double-frontage retail center properties.

An existing billboard will be moved to the east. This matter is addressed in the Development Agreement.

Property owners within 350 feet were notified of the applications. No comments were received. The Lake Johanna Fire Department did submit comments. Ramsey County Parks has submitted comments of concern about Red Fox Road and screening requirements they would like to see for the golf course. Mn/DOT has also submitted comments of requirements necessary.

The Planning Commission has reviewed the proposal and recommends approval with a 5 to 2 vote. Concerns expressed relate to public notification. The legal requirement was met, but some Planning Commissioners felt signage of rezoning should have been posted on the property. That has been done. No responses have been received since posting of the sign. Commissioners also expressed concerns about signage and the ability to maintain consistency with different styles of business logo signs. The developer has provided photos from other developments. Staff believes the sign plan meets the needs of the City and needs of the retail market. Because formal approvals had not been received from Mn/DOT or the Rice Creek Watershed District (RCWD),

some Commissioners were hesitant to approve the drainage plan. Since the Planning Commission meeting, conditional approval has been given by RCWD, and comments have been received from Mn/DOT. The last concern was for the congested traffic at the intersection of Red Fox Road and Lexington and that those issues be addressed.

Staff believes the applications comply with City standards and ordinances and is an efficient use of the site. There will be less land disturbance and preservation of more open space. A higher architectural design will be used. Additional retail services will be brought to the community, as well as employment opportunities. Staff is recommending approval subject to the conditions listed in the staff report.

Councilmember Huffman stated that the EDA has discussed this development many times and is excited about this development. He asked the reason for the screening for the golf course. Ms. Nordine stated that the concern is the visual impact of this development to the golf course property, including Hole 1. Mr. Schwerm stated that when the site plan for that property is reviewed, that issue can be better addressed.

Mayor Martin stated that she was reassured as to traffic because the entrance to the retail center is further east than Wendy's. However, a turn lane may be needed as well as perhaps blocking turns north after turning onto Red Fox Road. Mr. Schwerm stated that staff is analyzing what measures will be needed for better traffic flow on Red Fox Road.

Councilmember Withhart stated that with double-frontage, it is important that dumpsters be screened adequately. Ms. Nordine showed an illustration of the enclosed dumpster area at the rear of the retail center for the businesses in the retail center.

Councilmember Wickstrom stated that she would like to see more patio space to attract more restaurants. One is on the west, but she would also like to see one on the east. Ms. Nordine stated that the developer has indicated opportunity for outside seating areas depending on the tenants. Councilmember Wickstrom stated that the patios should be put in regardless of tenants because tenants do move and change over. Restaurants are continuously listed by residents as a need in Shoreview, and everything possible should be done to encourage location of more restaurants in the City. Outdoor seating would be attractive. She asked if a sidewalk would be possible on the north side for pedestrian access. Mr. Simonson stated that the City is planning road improvements. All property owners would be involved. He would not want to obligate the developer to put in the sidewalk, but that is one of the reasons for taking additional right-of-way.

Chair Feldsien, Planning Commission, reported that the Commission did not vote unanimously on this matter. One issue was drainage, which has been addressed. The main issue was signage. Some of the frustration was to see more detail of graphics. There was concern about signage being uniform throughout the development. There was also an issue about requiring the developer to only participate in road improvement discussions but not required to make road improvements.

Councilmember Withhart stated that businesses have their own color scheme for signs that the public looks for. Councilmember Wickstrom agreed. People look for the logo to find a business.

Mayor Martin added that it is important for signage on the north side for visibility on I-694, even though it exceeds the maximum allowed.

Chair Feldsien stated that the Planning Commission has mixed feelings. On the one hand, the Commission would like to see consistency with signage as stated in the Code. On the other hand, the Planning Commission is asked to change in order to accommodate different signs and logos of different businesses that do not conform to the Code.

Mayor Martin stated that it is her hope that efficient entry doors are planned to avoid the retrofitting needed in Rosedale.

Mr. Dave Carland, Stonehenge Development, introduced Randy Rowding, also with Stonehenge Development, 18258 Minnetonka Boulevard, Deephaven. Regarding the roadway, he stated that Stonehenge wants to be part of the solution. There is no point to building a development without good access. There is a common enclosed trash area for the tenants. There will be leases with the tenants that will cover trash removal, recycling. All will be done with one carrier. There will be a minimum of two restaurants. One will be on the west end with outdoor seating. Additional outdoor seating can be put in but will be at the expense of some parking or landscaping. The restaurants will be fast casual, not drive throughs.

Mr. Rowding stated that landscaping trees have been added that provide screening from Hole 1 on the golf course.

Mr. Carland added that Stonehenge is happy to provide a set of plans to neighboring businesses. Entryways will be double doors as required in this climate. The signs will be consistent in uniformity of size and containment within a sign band. The goal is for class A rental tenants. It has to be a crisp look, but there will be some color and diversity in signage for individual tenants.

Councilmember Huffman asked how Lots 1 and 3 will flow with the retail center development. Mr. Carland stated that there will be detailed reciprocal easement agreements for parking. The infrastructure built now will be a coordinated effort that will serve Lots 1 and 3. The lot furthest east is being retained by City County Credit Union for a potential branch facility. He is not in a position to publicly disclose tenants at this time.

MOTION: by Councilmember Quigley, seconded by Councilmember Huffman to approve the development applications, including adoption of Ordinance No. 886, submitted by DPS-Shoreview, LLC, for a phased mix-use retail development consisting of a 10,034 square foot retail center, 14,000 square foot market (grocery), and a 3,800 square foot commercial building located on Red Fox Road, east of Lexington Avenue, subject to the following conditions:

Rezoning

1. This approval rezones the property from UND, Urban Underdeveloped, to PUD, Planned Unit Development with an underlying zone of C-2, General Commercial.
2. Rezoning is not effective until approvals are received for the Final Plat, PUD - Final Stage and development agreements executed.

Preliminary Plat

1. A public use dedication fee shall be submitted as required by ordinance prior to release of the final plat by the City.
2. The final plat shall include drainage and utility easements along the property lines and over wetland and ponding areas, including the wetland buffer. Drainage and utility easements along the roadways shall be 10 feet wide and along the side lot lines these easements shall be 5 feet wide and as required by the Public Works Director. Easements shall be vacated as needed.
3. Private agreements shall be secured between the parcels in the subdivision regarding joint driveway, parking, stormwater, utility and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's release of the Final Plat.
4. The Developer shall create an Association for all property owners in this plat. The Association documents (articles of incorporation, bylaws, rules and regulations, replacement reserve study and covenants) shall be reviewed and approved by the City Attorney prior to recording and shall address the use/maintenance of all shared infrastructure including driveways, parking areas, stormwater infrastructure and other utilities.
5. Executed and recorded copies of the required agreements and association documents shall be submitted to the City prior to the issuance of a building permit.
6. Additional right-of-way for Red Fox Road shall be provided with the plat as required by the Public Works Director.
7. The Final Plat shall be submitted to the City for approval with the Final Stage PUD application.

Planned Unit Development - Development Stage

1. This approval permits the development of these parcels with a mixed-use retail center consisting of a 10,034 square foot retail center, 14,000 square foot market (grocery), and a 3,800 square foot commercial building.
2. Private agreements shall be secured between the parcels in the PUD regarding joint driveway, parking, stormwater, utility and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's review of the Final Stage PUD plans and Final Plat.
3. The items identified in the memo from the Assistant City Engineer/Public Works Director shall be addressed prior to the City's review of the Final Stage PUD plans and Final Plat.
4. Approval of the final grading, drainage, utility, and erosion control plans by the Public Works Director, prior to submittal to the City of applications for Final Plat and PUD - Final Stage. Final plans shall identify site construction limits and the treatment of work (i.e., driveways, parking areas, grading, etc.) at the periphery of these construction limits.

5. The applicant shall obtain permits from Rice Creek Watershed District, Minnesota Department of Transportation prior to the City's issuance of a grading permit or building permit.
6. The applicant shall create a Property Owners' Association for the project. The applicant and all subsequent property owners shall be a party to the Association required as part of this plat. The Property Owners' Association documents (articles of incorporation, bylaws, rules and regulations, replacement reserve study and covenants) shall be reviewed and approved by the City Attorney prior to recording and shall include the following:
 - a. The Property Owners' Association shall maintain landscaping/screening and maintenance shall be consistent with the approved landscaping plan, stormwater management infrastructure and parking.
 - b. Membership in the Property Owners' Association must be mandatory for each property owner and any successive buyer of all units. The dues for such membership must be established to adequately meet the expenses of maintenance and fulfillment of all responsibilities of the Association as set forth in this agreement.
7. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project. The Development Agreement shall address:
 - a. Construction management and nuisances that may occur during the construction process.
 - b. Phasing of the development
 - c. Landscape maintenance
 - d. Tree preservation and replacement
 - e. Wetland buffer protection
 - f. Billboard signage
8. This approval shall expire after two months if the Planned Unit Development - Final Stage application has not been submitted for City review and approval, as per Section 203.060 (C)(6).
9. The items identified in the memo from the Assistant City Engineer/Public Works Director must be addressed prior to the City's review of the Final Stage PUD plans and Final Plat.
10. The applicant shall continue to work with the property owner and City regarding the removal/relocation of the billboard.

Comprehensive Sign Plan

1. The signs shall comply with the plans submitted for the Comprehensive Sign Plan application. Any significant change will require review by the Planning Commission and City Council.
2. The applicant shall obtain a sign permit prior to the installation or refacing of any signs on the property.
3. Any temporary signs must be affixed to the principal building. Temporary business signs must be associated with a temporary promotional sale and shall be in place for a maximum of 7 days. No more than two temporary business signs are permitted per year (excludes window signs). A permit shall be obtained prior to installing any temporary signs.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated commercial land use in the Comprehensive Plan.
2. The proposal complies with the City's rezoning criteria.
3. The proposal complies with the City's criteria for Planned Unit Developments. Flexibility from the City's Development Code results in a higher quality development that provides benefits through the more efficient use of infrastructure, less land disturbance and retain some open space. The proposal will benefit the City as a whole by providing additional retail services and employment opportunities.
4. The proposed deviations from the City's Sign Code are reasonable based on the commercial land use, site location and characteristics.

Discussion:

Councilmember Huffman noted that there are two conditions under Rezoning, not four as stated by Councilmember Quigley.

ROLL CALL: Ayes: Quigley, Wickstrom, Withhart, Huffman, Martin
 Nays: None

ADJOURNMENT

MOTION: by Councilmember Withhart, seconded by Councilmember Huffman to adjourn the meeting at 8:35 p.m.

VOTE: Ayes - 5 Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE __ DAY OF _____ 2011.

Terry C. Schwerm
City Manager

**SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES
September 12, 2011**

CALL TO ORDER

President Huffman called the meeting to order on September 12, 2011, at 5:02 p.m.

ROLL CALL

The following members were present: Blake Huffman, Terry Quigley, and Ben Withhart.

Also Present:

Tom Simonson, Assistant City Manager/Community Development Director

Kirsten Barsness, Barsness Consulting Services

Tessia Melvin, Assistant to City Manager/Communications

APPROVAL OF AGENDA

Quigley moved, Withhart seconded, a motion to approve the September 12, 2011 agenda as submitted.

VOTE: Ayes – 3 Nays – 0

APPROVAL OF MINUTES

Quigley moved, Withhart seconded, a motion to approve the August 15, 2011 meeting minutes as submitted.

VOTE: Ayes - 3 Nays - 0

FINANCES AND BUDGET

Approval Claims and Purchases

Quigley moved, Withhart seconded, a motion to accept the financial report as presented and approve payment of invoices, item Nos. 1 through 6:

- | | | |
|----|---|--------------------|
| 1. | Greater Metropolitan Housing Corporation | \$2,400 (Fund 307) |
| | (Date Paid: 7/26/11 – Administrative Fee for 3 new loans) | |
| 2. | Community Reinvestment Fund | \$57.00 (Fund 307) |
| | (Date Paid: 8/31/11 - Monthly Loan Service Fee - 7 loans plus 1 new loan) | |
| 3. | Red Robin Restaurant | \$92.46 (Fund 240) |
| | (Date Paid: 7/26/11 –June EDA Meeting Supplies) | |

SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY – SEPTEMBER 12, 2011

- | | | |
|----|--|---------------------|
| 4. | Development Consultant (Kirstin Barsness)
(Consulting services - Date Paid: 06/06/11) | \$536.25(Fund 240) |
| 5. | Minnesota NAHRO (Annual Membership)
(Date Paid: 8/01/11) | \$195.00 (Fund 240) |
| 6. | Development Consultant (Kirstin Barsness)
(Consulting services - Date Paid: 08/02/11) | \$412.50 (Fund 240) |

VOTE: Ayes - 3 Nays - 0

GENERAL BUSINESS

Discussion: Process to Appoint New EDA Board Members

At the last EDA meeting, members discussed the vacancies created by the resignations of two members from the Economic Development Commission who have served on the EDA and there was direction to change the By-Laws to allow two “at-large” residents and/or local business representatives to serve on the EDA. This direction was based on the part of the mission that the EDA includes both economic development and housing. Under the current By-Laws, the EDA board is made up on three Councilmembers and two Economic Development Commissioners. With housing an important component of the EDA work it has been suggested that the Board could benefit from having an individual with a housing background or interest.

Members reviewed the amending Resolution and revised By-Laws drafted based on previous direction that would change the make-up of the EDA “to a governing body of five commissioners who shall be three members of the City Council and two members who are: either residents of the City of Shoreview or work in, own, or operate a business within the City limits of Shoreview.”

Simonson reminded the EDA that a public hearing by the Council is required with two consecutive weeks notification in the local paper (a hearing would be held on October 3rd at the earliest) with applications solicited through advertisements to follow action.

There was much discussion on the amendments to the By-Laws. Simonson reported that the EDC Chair indicated support for retaining at least one member of the EDA from the EDC.

A consensus was formed to recommend to the Council that the By-Laws be changed to include wording that would suggest the following:

- “to a governing body of five commissioners who shall be three members of the City Council and two members who are: either residents of the City of Shoreview or work in, own, or operate a business within the City limits of Shoreview. The two at-large members may be individuals currently serving on a City Committee/Commission.”

Huffman suggested filling one of the open spots immediately with a member of the EDC, which would be in alignment with the new EDA By-Laws and will help the EDA continue its aggressive project timeline.

Simonson said he would review this recommendation with the EDC at their next meeting. EDA member Quigley offered to attend the EDC meeting to discuss the proposed change.

Cascades Senior Housing Project Financing (Shoreview Senior Living)

The developer of the proposed Cascades senior housing project is preparing to move forward with the construction. The project had approval in 2008, but was delayed due to the unsettling housing market and tighter restrictions in financing multi-family housing.

The developer is requesting \$750,000 in TIF financing to help with the high cost of acquiring the original site from the previous developer, tighter financing alternatives including HUD, acquisition of the adjacent Schneider property and desire to upgrade some of the amenities for the project. The developer has reported to staff that a Housing TIF District up to 25 years is not a viable option because the affordability restrictions are not consistent with the vision of the Shoreview Cascades.

Simonson reported that the City will process the application and the EDA and Council will formally consider the financing over the next couple of months. The City could provide TIF assistance from our existing unencumbered/unobligated funds (TIF No. 1 or TIF No. 5). Simonson reported that TIF No. 5 already has \$1.3 million pledged towards the Stonehenge/Red Fox Road project.

Simonson suggested that the City could establish a new Economic Development TIF District under the special authority granted to cities – housing purposes is allowed provided construction begins by January 1, 2012. While the timeframe is very strict, Simonson believes that Cascades has all necessary development approvals and should be able to meet timeframe.

There was much discussion about the affordability component that would be included in a Housing TIF district. The EDA recommended that staff continue looking at creating a new TIF District and to research the company's financial background and business plan, in addition to the amount of similar developments being created locally.

Red Fox Road Retail Project (Stonehenge USA) - Review Draft Development Agreement

Simonson reported that Stonehenge has submitted formal applications for both the PUD development plan and Tax Increment Financing. The Planning Commission will review the PUD plans later this month. Currently the project will be developed in stages with Phase 1 including

SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY – SEPTEMBER 12, 2011

the retail center, Phase 2 including the anchor business and Phase 3 being a future bank facility or other commercial use.

Simonson also stated that the Sinclair property is also being considered for redevelopment and prospective brokers/developers are exploring many of the same retailers interested the Stonehenge project. He believes that those retailers not part of the Stonehenge project could eventually find a place at the Sinclair site.

Simonson said that the formal review and consideration of a financing development agreement will occur at the next meeting, but staff wanted to review the general terms that have been discuss for financially assisting with the project.

The consensus of the EDA was supportive of the general terms and level of financial assistance subject to the formal review and finalized agreement.

Midland Plaza/Midland Terrace Redevelopment Project Update

Simonson reported that after talks with Ramsey County, the County now supports the proposed realignment of Owasso Street. This project will include additional traffic engineering improvements including dual left turn lanes for northbound traffic coming from eastbound County Road E and a longer left turn lane from northbound Victoria Street to westbound County Road E.

Simonson reported that the estimated cost for this project is about \$2 million. Ramsey County has agreed to financially participate in the project. Staff has submitted an LCDA application for grant funding through the Metropolitan Council. Currently the application has made it through the first level of review and official notification will happen by December.

Staff plans to meet with Tycon Companies to discuss a project schedule and timing plan for both the public and private improvements. Once their development team is selected, Tycon plans to submit development plans and tax increment financing applications later this year. Simonson reported that improvements will be funded through the creation of a new Redevelopment TIF District.

It is estimated that this project will begin in Spring/Summer 2012.

Negotiations Update: - Richard McGuire Property at 3339 Victoria Street

The City is currently waiting for Mr. McGuire to sign the purchase agreement that has been presented. The City still has access to an approved CDBG grant of \$139,000, which will be applied to this project and TIF money will fund the remainder of the project. Simonson reported while Mr. McGuire has not signed off on the agreement, he is actively looking at “short-sale”

foreclosed properties, organizing his equipment and materials for the move and the VA is providing him an attorney. He added that Mr. McGuire appears favorable to the terms.

Once the purchase agreement is signed by Mr. McGuire, the City will host a neighborhood meeting to discuss affordable housing options/issues and begin to solicit developer interest so the EDA and Council has this information before approving a purchase. Staff will need to determine the timing of teardown of structures and site restoration. The City will need to decide whether or not to accept CDBG grant or explore other options to purchase and resell for development.

Advantage Shoreview Business Loan Inquiries Update

Last year the EDA created the Advantage Shoreview Business Loan Program, which creates loans used for capital related improvements that retain and/or expand employment for a maximum of \$500,000 and is no more than 30% of the total project. Staff recently received two inquiries from local business properties interested in the loan program, including one potential project that would require building improvements to retain one of the larger employers in the city.

ADJOURNMENT

Huffman moved, Withhart seconded, a motion to adjourn the meeting at 6:24 p.m.

VOTE: Ayes - 3 Nays - 0

Memorandum

To: Mayor and City Council Members
City Manager

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: October 14, 2011

Re: Monthly Reports
— Administration Department
— Community Development Department

Stonehenge/Red Fox Road Retail Project

The retail development company Stonehenge USA has submitted formal applications for their planned unit development plans and tax increment financing application for the proposed Red Fox Road retail project. The preliminary stage development plans were approved by the City Council at the October 3rd meeting. Stonehenge will be developing the property in stages, with a multi-tenant retail center being the first phase. Stonehenge also continues to aggressively pursue a preferred retail anchor for a separate building pad. The developer will be seeking final approvals for the development and financial assistance at the October 17th meeting of the City Council. Stonehenge hopes to begin construction of the first phase retail center, which will have a mix of restaurants and retail services, this fall with an opening expected by April, 2012.

The Economic Development Authority and City Council have given conceptual support to a TIF financing package of up to \$1.345 million (from existing TIF District No. 5 funds), with \$845,000 for the Phase 1 site and infrastructure improvements and another potential \$500,000 if a preferred anchor use locates at the Phase II site. The proposed TIF development agreement outlines the terms of the financial assistance and conditions that need to be met by the developer. The agreement is structured to reimburse developer upon completion of each phase.

Midland Plaza/Midland Terrace Redevelopment

City staff will be meeting with the property owner/developer later this month to develop a schedule for necessary approvals and public improvements to facilitate the redevelopment project to construct a new upscale apartment building at Midland Terrace. The City and Ramsey County have agreed upon the level of road improvements along Victoria Street and County Road E to allow for the realignment of Owasso Street, which is needed to create a new development site to build the apartment building. These additional transportation improvements will be designed to accommodate projected traffic growth and ensure the new

intersection functions at an acceptable level of service. The County has agreed to financially participate in the road project.

The developer has now assembled a project team and is expected to submit development applications seeking formal approvals this winter. The City and developer have discussed the creation of a new tax increment financing district to serve as the primary funding source for the public improvements and other potential amenities for the project.

The project remains in consideration for a grant through the Livable Communities Demonstration Account (LCDA) from the Metropolitan Council. The City's application successfully passed through their "step one" evaluation process and will now move forward to the next level of review. Staff had an opportunity to present information on the project to the LCDA review panel. A decision is expected on the grant request by November of this year. If the City is awarded a grant, the funds would assist with the public improvements to support the project and would allow for some local resources to be redirected towards other project enhancements.

A conceptual schedule developed calls for the public road improvements to be undertaken and completed by the City in 2012, with private construction of the new apartment building starting in 2013 and completion by 2014.

Shoreview Senior Living Project

The developer of the proposed Shoreview Senior Living – Cascades senior housing project is preparing to finally move forward with construction the building, and is seeking tax increment financing assistance from the City.

The Cascades project was approved in 2008, but was delayed due to the unsettled housing market and tighter restrictions in financing of multi-family housing. City staff has had preliminary discussions with the developer and his financing representatives to discuss the potential use of tax increment financing (TIF) to support some of the eligible project costs through the creation of a new TIF district. The City has provided similar financing for our other senior housing developments.

The request is for \$750,000 in tax increment support from the City and would be funded through the establishment of a new Economic Development Tax Increment Financing District. Through the temporary authority granted to cities by the State Legislature to support construction and job creation, Economic Development Districts can be created to assist with market rate housing projects so long as construction activity commences prior to January 1, 2012. Since the Cascades project has received necessary approvals, it should be possible for site work to begin before the end of this year to meet the legislative deadline.

While the formal tax increment application will be formally reviewed by the EDA at the November meeting, the EDA has reviewed the concept and directed staff to gather additional information from the applicant to assist with our due diligence of the project merits and proposed financing. The City Council will hold a public hearing in December in consideration of the establishment of a new tax increment financing district and assistance to the developer.

Rental Licensing and Code Enforcement Activity

Rental Housing Licensing. Seven new license applications have been submitted in the past month, and the department continues to process these new rental dwelling license applications

as they are submitted. Inspections of General Dwelling Units (GDU) are conducted semi-annually for each unit. The 2011 inspection cycle continued this month with inspections of 16 GDU licensed properties. About 70 of the 170 units scheduled for 2011 have been inspected. Staff will continue to perform GDU inspections and expects to complete the inspection cycle in December.

Code Enforcement. There have been 17 new cases in the past month. The following table summarizes the code enforcement activity this year:

Total Cases	Cases Open	Cases Closed
185	48	137

Outdoor storage/refuse issues were the most common conditions that generated the complaints during the last month. Staff has also worked on two code enforcement cases pertaining to cleanliness/sanitation and hoarding. In both those cases, Ramsey County Public Health Department and Lake Johanna Fire Department staff have been involved. One case has been resolved, and an abatement agreement was reached with the second property owner. Work on that property has involved a volunteer organization and use of the DOC crew.

SHINE Program. The Fall SHINE inspections included the Brigadoon/Highland and Westview/Nancy areas in central Shoreview. There are approximately 287 properties within these neighborhoods. A total of 287 properties were inspected last week by code enforcement and planning staff. Conditions throughout the area were generally good and compliant. The most common problems related to vehicle parking and outside storage/refuse. Minor housing maintenance issues were also observed on some properties. Staff will be mailing results to the property owners during the next week. The results of the SHINE inspections are summarized below:

UNLICENSED/ INOPERABLE VEHICLES	NUMBER OF VEHICLES	PARKING LOCATION	RECREATIONAL VEHICLE STORAGE	NO. RECREATIONAL VEHICLES	COMMERCIAL VEHICLES	GARBAGE/REFUSE	OUTSIDE STORAGE	WEEDS	HOUSE NUMBERS ONLY	GARBAGE CANS	HOUSING MAINT. MAJOR	HOUSING MAINT. MINOR	NONE
3	2	7	1	1	2	14	16	0	11	0	0	15	241

Miscellaneous

- The City is advertising for residents and/or local business representatives interested in serving on the Economic Development Authority and Economic Development Commission. A copy of the recent press release is attached. Applications are available on the City website and are due by October 21 for the EDC and November 10 for the EDA.
- The City hosted an Informational Forum for the Saint Paul Area Realtors Association on October 12th at the Community Center. The forum, which offered continuing education credits, highlighted the Shoreview community and focused on our City services, demographics, housing and business programs, and development projects. Presentations were given by City staff, superintendents from the Roseville and Mounds View school

districts, LJFD Fire Chief, Sheriff's Commander, Housing Resource Center Coordinator, and Dr. Bill Morris from Decision Resources. The event was attended by about 40 area realtors.

- Included is the monthly summary from the Housing Resource Center (HRC) showing services provided to Shoreview residents through September, 2011. The HRC recently closed on the 9th loan issued through the Shoreview Home Energy Improvement Loan Fund.
- Attached is the monthly report on building permit activity from the Building Official through September, 2011. Valuation is on the same pace as last year, with just over \$17 million in construction. The Building Official also reports that Cummins Power Generation will begin to move employees into their new world headquarters facility (the former Medtronic building) beginning in the next few weeks.
- The City was notified this week by the Metropolitan Council that the application for a pre-development grant to fund the Highway Corridor Transition Study was not selected for funding. The study has been supported by the EDA to look at single-family properties along certain high trafficked corridors where the City has seen a high level of foreclosures and rental housing to explore future land uses that could protect adjacent residential neighborhoods. City staff will now explore other funding options to undertake this study.
- Applications scheduled for the October 25th Planning Commission include one residential design review (substandard riparian lot) and one minor subdivision to adjust a property boundary. The Commission is scheduled to hold a public hearing on amendments to the 2008 Comprehensive Plan that are required by State Statute to address revisions made by the Metropolitan Council to the regional transportation and park plans. Staff is also preparing draft text for a Code amendment reducing front and side setbacks.

CITY OF SHOREVIEW

BUILDING INSPECTOR MONTHLY REPORT COMPARISON OF YEAR 2011 WITH 2010

	SEPTEMBER 2011		TO DATE		2011		SEPTEMBER		2010		TO DATE	
	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION
DWELLINGS	1	\$310,000	9	\$3,199,000	2	\$740,000	9	\$3,030,000				
TOWNHOMES			0	\$0			0	\$0				
ADDITIONS	4	\$402,000	16	\$1,021,500	1	\$22,000	16	\$1,954,500				
GARAGES	1	\$14,000	5	\$63,500	1	\$2,000	4	\$34,000				
MISCELLANEOUS	100	\$623,986	656	\$3,675,543	113	\$697,307	675	\$4,202,140				
APARTMENTS			0	\$0			0	\$0				
OFFICES			0	\$0			0	\$0				
RETAIL			0	\$0			0	\$0				
INDUSTRIAL/WAREHOUSE			0	\$0			0	\$0				
PUBLIC BUILDINGS			0	\$0			0	\$0				
COMMERCIAL ADDITIONS			0	\$0			2	\$2,615,000				
COMMERCIAL ALTER	9	\$804,850	36	\$9,329,881	9	\$496,690	55	\$5,448,102				
TOTAL	115	\$2,154,836	722	\$17,289,424	126	\$1,957,997	761	\$17,283,742				

CC: CITY MANAGER
DIR. COMMUNITY DEV
MAYOR

HousingResource Center - NorthMetro

City of Shoreview Monthly Status Report

July 1, 2001 - September 30, 2011

	July- Dec '01	Jan- Dec '02	Jan- Dec '03	Jan- Dec '04	Jan- Dec '05	Jan- Dec '06	Jan- Dec '07	Jan- Dec '08	Jan- Dec '09	Dec '10	Jan '11	Feb '11	Mar '11	Apr '11	May '11	Jun '11	Jul '11	Aug '11	Sep '11	Oct '11	Nov '11	Dec '11	Yr-to- Date	TOTAL
Home Buyer Information	6	10	13	10	13	13	9	10	6	3	1	0	0	0	0	1	0	0	0	0	0	0	2	95
Refinance/Satisfactions/Subordination	0	0	2	0	1	4	5	4	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	21
Energy Assistance (1)	0	1	1	1	1	1	1	2	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	12
Mortgage Foreclosure Prevention	0	1	0	2	2	0	5	5	3	1	0	0	1	0	0	0	3	0	1	0	0	0	5	24
Home Improvement Information (2)	37	184	544	148	143	204	239	136	110	256	4	15	12	13	19	16	9	10	12	0	0	0	110	2,111
Rental/Emergency Housing Issues	0	1	4	5	8	18	13	9	4	8	1	0	0	1	0	0	0	0	0	0	0	0	2	72
Other	0	11	25	2	2	0	3	5	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	49
MHFA Fix Up Fund/Rehab/Rental																								
Loan Applications Rec'd	0	6	1	8	6	6	5	3	3	5	0	0	0	0	0	0	0	0	0	0	0	0	0	43
Loans Closed	0	5	1	5	3	0	3	2	1	5	0	0	0	0	0	0	0	0	0	0	0	0	0	25
Shoreview Home Energy Loan																								
Loan Applications Rec'd											6	0	1	0	0	1	1	1	0	0	0	0	4	10
Loans Closed											5	0	1	0	0	2	0	1	0	0	0	0	4	9
Ramsey County Deferred Loan																								
Loan Applications Rec'd	0	0	3	3	2	0	2	3	1	5	0	0	0	0	0	0	0	0	1	0	0	0	1	20
Loans Closed	0	0	2	0	0	1	1	1	1	2	0	1	1	1	0	0	0	1	0	0	0	0	4	12
Construction Consultation Report																								
Consultation Phone or Walk-in	5	37	14	57	69	72	123	108	71	108	19	7	4	3	3	6	4	6	2	0	0	0	54	718
Site Visits	0	25	31	51	31	58	88	67	43	78	8	4	1	5	3	7	4	4	3	0	0	0	39	511
Scopes & Inspections	5	31	57	8	0	2	2	2	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	113
TOTAL SERVICES PROVIDED	53	312	698	300	281	379	499	357	253	488	33	29	19	23	26	33	21	22	19	0	0	0	225	3,845
TOTAL CLIENTS SERVED																								
	21	199	235	162	173	229	258	165	126	261	6	15	13	14	18	16	12	10	12	0	0	0	116	1,945

NOTE: These numbers reflect the number of CLIENTS serviced. In many instances a client will receive more than one service.

- (1) ENERGY ASSISTANCE DENOTES REFERRALS TO SOCIAL SERVICE AGENCIES THAT PROVIDE MONETARY ASSISTANCE FOR ENERGY EXPENSES.
 (2) HOME IMPROVEMENTS INCLUDES REFERRALS TO MHFA, PRIVATE LENDERS OR OTHERS FOR FINANCIAL INFORMATION ON HOME IMPROVEMENTS
 (3) RENTAL/EMERGENCY HOUSING ISSUES IS A NEW CATEGORY AND WAS COMBINED WITH OTHER IN PREVIOUS YEARS.



CITY OF SHOREVIEW

**4600 Victoria Street North
Shoreview, MN 55126
www.shoreviewmn.gov**

**FOR IMMEDIATE RELEASE
October 6, 2011**

**Contact: Tessia Melvin
City of Shoreview
651.490.4614
tmelvin@shoreviewmn.gov**

CITY OF SHOREVIEW SEEKS APPLICANTS FOR ECONOMIC DEVELOPMENT AUTHORITY

The Shoreview City Council is seeking applications from persons interested in serving on the Shoreview Economic Development Authority (EDA). The Economic Development Authority facilitates economic growth by supporting existing businesses, fostering reinvestment in residential neighborhoods and commercial areas, and promotes the creation of new business, employment and housing opportunities in order to sustain and enhance the economic vitality of Shoreview.

The Shoreview City Council established the Economic Development Authority as a new tool designed to help the City meet its major housing and economic development goals and objectives. As part of a strategic plan, the EDA works closely with the City Council in developing programs and initiatives to expand housing choices, maintain the quality of housing stock, retain and expand existing business, and seek new development to provide jobs and services for the community.

The Economic Development Authority is a five-member board that meets the 2nd Monday of every month at Shoreview City Hall from 5:00 to 6:30 p.m. Members of the EDA consist of three council members and two members that include individuals who are either residents of Shoreview or work in, own or operate business in Shoreview. Individuals concurrently serving on another City committee/commission are welcome to apply.

The City is also seeking two individuals to serve on the Shoreview Economic Development Commission (EDC). The Economic Development Commission provides guidance and support to the Shoreview City Council, on matters relating to economic development and redevelopment, and promotion of business retention and expansion through business visits, networking events, and other programs. The EDC also

works closely with the Shoreview Economic Development Authority on economic development and business matters.

The Economic Development Commission is a nine-member advisory board that meets the 3rd Tuesday of every month at Shoreview City Hall from 7:30 to 9:00 a.m. During the year, Commission members are also asked to attend several other special meetings with the City Council and/or business related events representing the City of Shoreview and the Economic Development Commission.

Persons interested in serving on the Shoreview Economic Development Authority or the Economic Development Commission must complete an application by visiting the City's website at www.shoreviewmn.gov or by calling 651.490.4610.


→ Applications for the Economic Development Commission must be received by October 21, 2011.

→ Applications for the Economic Development Authority must be received by November 10, 2011.

Please call 651.490.4610 for more information.

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TO: Terry Schwerm, City Manager

FROM: Jeanne A. Haapala, Finance Director 

DATE: October 13, 2011

RE: Monthly Finance Report

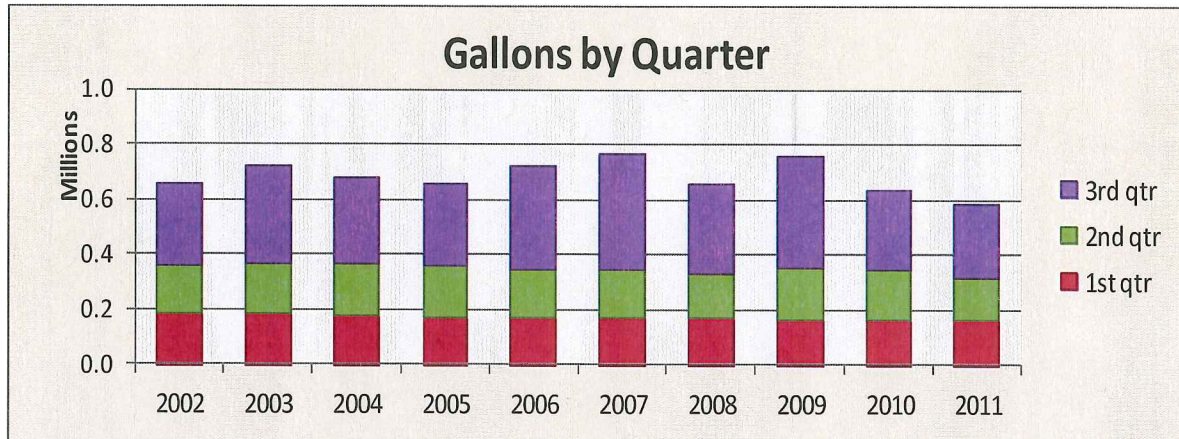
Utility Revenue

The table below contains monthly utility revenue through September of 2011 as compared to the same period in 2010. When reviewing these numbers it is important to remember that water revenue is the most difficult to predict because weather patterns (rainfall) and user habits have an impact on total gallons.

Gallons		Utility Revenues				
		Water Fees	Sewer Fees	Surf Wtr Fees	St Light Fees	Total
Jan-10	53,751,095	\$ 112,830	\$ 259,018	\$ 69,907	\$ 28,122	\$ 469,877
Feb-10	45,601,041	93,015	225,591	57,586	23,771	399,963
Mar-10	56,617,318	120,314	299,896	90,415	34,878	545,503
Apr-10	52,441,787	112,079	264,671	71,004	28,297	476,051
May-10	48,970,219	99,893	227,152	57,262	23,815	408,122
Jun-10	86,363,452	171,832	297,859	89,562	34,757	594,010
Jul-10	98,415,493	205,554	263,902	70,111	28,167	567,734
Aug-10	89,181,492	194,241	235,879	58,079	23,937	512,136
Sep-10	101,737,646	219,852	313,794	90,438	34,906	658,990
	633,079,543	\$ 1,329,610	\$ 2,387,762	\$ 654,364	\$ 260,650	\$ 4,632,386
Jan-11	58,727,245	\$ 135,420	\$ 289,327	\$ 77,047	\$ 29,580	\$ 531,374
Feb-11	44,579,440	100,053	248,058	63,258	25,154	436,523
Mar-11	54,521,046	127,958	324,222	99,168	36,507	587,855
Apr-11	51,065,204	124,111	283,745	76,791	29,234	513,881
May-11	43,267,027	96,720	247,338	63,734	25,070	432,862
Jun-11	62,913,702	144,504	329,974	99,120	36,621	610,219
Jul-11	84,048,038	195,074	289,448	77,543	29,767	591,832
Aug-11	77,835,371	185,430	254,345	63,396	25,008	528,179
Sep-11	104,315,070	247,851	343,718	99,716	36,755	728,040
	581,272,143	\$ 1,357,121	\$ 2,610,175	\$ 719,773	\$ 273,696	\$ 4,960,765
Change	-8.2%	2.1%	9.3%	10.0%	5.0%	7.1%
2011 rate increase-->		10%	10%	10%	4%	

Through May of this year gallons sold were about 2% below the same period in 2010 (before summer billings began). Then, the frequency of rain during summer months caused gallons to drop even more from June to August. Even though September gallons rose due to less rainfall, 2011 gallons are still 8.2% behind 2010.

The graph below provides a 10-year comparison of gallons sold in the first three quarters of each year. As shown, 2011 is the lowest year (about 8.2% lower than 2010), the next lowest year. Again, the most likely reason for the drop in gallons sold is amount of rainfall during this past growing season but could also be impacted by water conservation efforts in part sparked by the meter replacement project and increased awareness about underreporting of water by the old meters.



Monthly Report

Permit Revenue –The table below provides a summary of permit revenues to date in 2011, as compared to the same period in previous years (January through September).

	2007	2008	2009	2010	2011
Revenue Received					
Building permits	\$ 239,054	\$ 285,332	\$ 155,592	\$ 153,396	\$ 181,737
Plan check	38,750	37,077	32,807	41,972	50,917
Heating/electric/plumbing	72,742	72,503	57,707	69,397	67,315
Total Revenue	\$ 350,546	\$ 394,912	\$ 246,106	\$ 264,765	\$ 299,969
Percent of budget allowance	99.3%	126.6%	79.9%	105.9%	124.5%
Percent of final permit revenue	55.5%	77.0%	76.1%	50.8%	
Budget allowance:					
Building permits	\$ 215,000	\$ 180,000	\$ 185,000	\$ 150,000	\$ 149,000
Plan check	60,000	50,000	50,000	40,000	35,000
Heating/electric/plumbing	78,000	82,000	73,000	60,000	57,000
Total Budget	\$ 353,000	\$ 312,000	\$ 308,000	\$ 250,000	\$ 241,000

Attached is the monthly report for September of 2011.

General Fund
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	6,345,734	3,317,570	3,028,164	52.28	51.04
Licenses & Permits	281,150	302,509	-21,359	107.60	93.19
Intergovernmental	175,602	157,111	18,491	89.47	91.60
Charges for Services	1,132,240	239,656	892,584	21.17	82.43
Fines & Forfeits	42,500	18,509	23,991	43.55	48.54
Interest Earnings	50,000		50,000		
Miscellaneous	26,442	29,706	-3,264	112.34	66.82
TOTAL REVENUES	8,053,668	4,065,062	3,988,606	50.47	57.37
EXPENDITURES					
General Government					
Administration	484,347	335,991	148,356	69.37	67.61
Communications	146,405	104,879	41,526	71.64	55.91
Council & commiss	144,144	108,754	35,390	75.45	67.72
Elections	3,100	2,983	.117	96.22	50.38
Finance/accounting	537,718	390,110	147,608	72.55	71.79
Human Resources	237,953	156,367	81,586	65.71	
Information systems	279,182	199,579	79,603	71.49	74.16
Legal	107,000	51,605	55,395	48.23	65.25
Total General Government	1,939,849	1,350,267	589,582	69.61	69.53
Public Safety					
Emergency services	7,135	10,059	-2,924	140.99	50.22
Fire	790,290	789,710	580	99.93	99.65
Police	1,776,522	1,266,067	510,455	71.27	72.17
Total Public Safety	2,573,947	2,065,837	508,110	80.26	80.45
Public Works					
Forestry/nursery	86,712	24,424	62,288	28.17	62.33
Pub Works Adm/Engin	418,097	294,652	123,445	70.47	64.04
Streets	757,376	410,583	346,793	54.21	77.57
Trail mgmt	113,852	34,031	79,821	29.89	78.68
Total Public Works	1,376,037	763,690	612,347	55.50	73.74
Parks and Recreation					
Municipal buildings	123,777	114,214	9,563	92.27	87.08
Park Maintenance	1,098,200	610,727	487,473	55.61	78.43
Park/Recreation Adm	459,495	349,973	109,522	76.16	71.21
Total Parks and Recreation	1,681,472	1,074,915	606,557	63.93	76.87
Community Develop					
Building inspection	148,810	105,314	43,496	70.77	71.40
Planning/zoning adm	377,994	264,264	113,730	69.91	71.78
Total Community Develop	526,804	369,577	157,227	70.15	71.66

General Fund
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
TOTAL EXPENDITURES	8,098,109	5,624,287	2,473,822	69.45	75.79
OTHER					
Transfers In	476,451	56,017	420,434	11.76	
Transfers out	-432,010	-188,789	-243,221	43.70	84.12
TOTAL OTHER	44,441	-132,773	177,214	-298.76	84.12
Net change in fund equity		-1,691,998	2,178,439		
Fund equity, beginning		3,921,134			
Fund equity, ending		2,229,136			
Less invested in capital assets					
Net available fund equity		2,229,136			

Recycling
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Intergovernmental	60,000	53,242	6,758	88.74	45.78
Charges for Services	403,500	233,308	170,192	57.82	52.39
TOTAL REVENUES	463,500	286,550	176,950	61.82	51.49
EXPENDITURES					
Public Works					
Recycling	443,173	253,001	190,172	57.09	74.67
Total Public Works	443,173	253,001	190,172	57.09	74.67
TOTAL EXPENDITURES	443,173	253,001	190,172	57.09	74.67
Net change in fund equity	20,327	33,549	-13,222		
Fund equity, beginning		59,671			
Fund equity, ending		93,220			
Less invested in capital assets					
Net available fund equity		93,220			

STD Self Insurance
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Charges for Services	7,500	5,568	1,932	74.24	77.57
Interest Earnings	1,000		1,000		
TOTAL REVENUES	8,500	5,568	2,932	65.51	63.08
EXPENDITURES					
Miscellaneous					
Stort term disab	8,000	11,753	-3,753	146.92	40.63
Total Miscellaneous	8,000	11,753	-3,753	146.92	40.63
TOTAL EXPENDITURES	8,000	11,753	-3,753	146.92	40.63
Net change in fund equity	500	-6,185	6,685		
Fund equity, beginning		45,189			
Fund equity, ending		39,004			
Less invested in capital assets					
Net available fund equity		39,004			

Community Center
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	2,209,820	1,661,378	548,442	75.18	70.83
Interest Earnings	12,900		12,900		
Miscellaneous		758	-758		
TOTAL REVENUES	2,222,720	1,662,137	560,583	74.78	70.40
EXPENDITURES					
Parks and Recreation					
Community center	2,373,809	1,675,601	698,208	70.59	67.20
Total Parks and Recreation	2,373,809	1,675,601	698,208	70.59	67.20
TOTAL EXPENDITURES	2,373,809	1,675,601	698,208	70.59	67.20
OTHER					
Transfers In	297,000	222,750	74,250	75.00	
Transfers out	-100,000		-100,000		
TOTAL OTHER	197,000	222,750	-25,750	113.07	
Net change in fund equity	45,911	209,286	36,625		
Fund equity, beginning		600,652			
Fund equity, ending		809,938			
Less invested in capital assets					
Net available fund equity		809,938			

Recreation Programs
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	1,228,001	1,113,088	114,913	90.64	97.95
Interest Earnings	5,000		5,000		
Miscellaneous		20	-20		
TOTAL REVENUES	1,233,001	1,113,108	119,893	90.28	97.26
EXPENDITURES					
Parks and Recreation					
Adult & youth sports	108,397	95,846	12,551	88.42	77.44
Aquatics	128,340	92,940	35,400	72.42	113.61
Community programs	109,178	70,098	39,080	64.21	82.12
Drop-in child care	51,872	46,351	5,521	89.36	74.11
Fitness programs	182,950	130,685	52,265	71.43	87.77
Gymnastics programs		873	-873		52.78
Park/Recreation Adm	305,147	183,846	121,301	60.25	70.30
Preschool programs	75,247	50,132	25,115	66.62	84.05
Summer Discovery	165,382	161,774	3,608	97.82	85.42
Youth/teen	69,290	48,898	20,392	70.57	99.87
Total Parks and Recreation	1,195,803	881,444	314,359	73.71	83.32
TOTAL EXPENDITURES	1,195,803	881,444	314,359	73.71	83.32
OTHER					
Transfers In	65,000		65,000		
Transfers out	-70,000	-62,500	-7,500	89.29	75.00
TOTAL OTHER	-5,000	-62,500	57,500	1,250.0	75.00
Net change in fund equity	32,198	169,164	-121,966		
Fund equity, beginning		407,898			
Fund equity, ending		577,062			
Less invested in capital assets					
Net available fund equity		577,062			

Cable Television
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	270,000	142,387	127,613	52.74	51.39
Interest Earnings	3,000		3,000		
Miscellaneous	2,000	900	1,100	45.00	75.00
TOTAL REVENUES	275,000	143,287	131,713	52.10	50.93
EXPENDITURES					
General Government					
Cable television	149,760	95,497	54,263	63.77	110.09
Total General Government	149,760	95,497	54,263	63.77	110.09
TOTAL EXPENDITURES	149,760	95,497	54,263	63.77	110.09
OTHER					
Transfers out	-155,451	-46,017	-109,434	29.60	
TOTAL OTHER	-155,451	-46,017	-109,434	29.60	
Net change in fund equity	-30,211	1,773	186,884		
Fund equity, beginning		219,077			
Fund equity, ending		220,850			
Less invested in capital assets					
Net available fund equity		220,850			

Econ Devel Auth/EDA
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	25,000	13,168	11,832	52.67	
TOTAL REVENUES	25,000	13,168	11,832	52.67	
EXPENDITURES					
Community Develop					
Econ Development-HRA	48,250	32,753	15,497	67.88	45.92
Total Community Develop	48,250	32,753	15,497	67.88	45.92
TOTAL EXPENDITURES	48,250	32,753	15,497	67.88	45.92
OTHER					
Transfers In	30,010	8,539	21,471	28.46	
TOTAL OTHER	30,010	8,539	21,471	28.46	
Net change in fund equity	6,760	-11,046	17,806		
Fund equity, beginning		174,651			
Fund equity, ending		163,605			
Less invested in capital assets					
Net available fund equity		163,605			

HRA Programs of EDA
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	60,000	30,554	29,446	50.92	48.09
TOTAL REVENUES	60,000	30,554	29,446	50.92	48.09
EXPENDITURES					
Community Develop					
Housing Programs-HRA	50,211	37,097	13,114	73.88	44.60
Total Community Develop	50,211	37,097	13,114	73.88	44.60
TOTAL EXPENDITURES	50,211	37,097	13,114	73.88	44.60
Net change in fund equity	9,789	-6,542	16,331		
Fund equity, beginning		13,968			
Fund equity, ending		7,426			
Less invested in capital assets					
Net available fund equity		7,426			

Liability Claims
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Interest Earnings	2,800		2,800		
Miscellaneous	20,000	4,587	15,414	22.93	1.97
TOTAL REVENUES	22,800	4,587	18,214	20.12	1.71
EXPENDITURES					
Miscellaneous					
Insurance Claims	30,000	26,990	3,010	89.97	24.60
Total Miscellaneous	30,000	26,990	3,010	89.97	24.60
TOTAL EXPENDITURES	30,000	26,990	3,010	89.97	24.60
Net change in fund equity	-7,200	-22,404	15,204		
Fund equity, beginning		175,040			
Fund equity, ending		152,636			
Less invested in capital assets					
Net available fund equity		152,636			

Slice SV Event
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	20,000	24,818	-4,818	124.09	174.28
Miscellaneous	24,000	37,834	-13,834	157.64	219.11
TOTAL REVENUES	44,000	62,652	-18,652	142.39	196.69
EXPENDITURES					
General Government					
Slice of Shoreview	50,000	54,491	-4,491	108.98	113.79
Total General Government	50,000	54,491	-4,491	108.98	113.79
TOTAL EXPENDITURES	50,000	54,491	-4,491	108.98	113.79
OTHER					
Transfers In	10,000	10,000		100.00	100.00
TOTAL OTHER	10,000	10,000		100.00	100.00
Net change in fund equity	4,000	18,160	-14,160		
Fund equity, beginning		35,347			
Fund equity, ending		53,507			
Less invested in capital assets					
Net available fund equity		53,507			

Water Fund
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Special Assessments		1,334	-1,334		
Intergovernmental		8,354	-8,354		
Utility Charges	2,254,500	1,334,605	919,895	59.20	62.70
Late fees		25,266	-25,266		
Water meters	3,500	4,511	-1,011	128.88	68.80
Other prop charges	7,500	9,109	-1,609	121.45	99.58
Interest Earnings	62,100		62,100		
Miscellaneous		210	-210		
TOTAL REVENUES	2,327,600	1,383,389	944,211	59.43	60.10
EXPENDITURES					
Proprietary					
Water distribution		21	-21		44.11
Water operations	1,410,212	766,474	643,738	54.35	77.72
Total Proprietary	1,410,212	766,495	643,717	54.35	77.49
TOTAL EXPENDITURES	1,410,212	766,495	643,717	54.35	77.49
OTHER					
Depreciation	-605,200	-453,900	-151,300	75.00	75.00
Transfers out	-228,800		-228,800		100.00
GO Revenue bonds	-191,700	-194,953	3,253	101.70	93.94
TOTAL OTHER	-1,025,700	-648,853	-376,847	63.26	83.14
Net change in fund equity	-108,312	-31,959	677,342		
Fund equity, beginning		12,678,909			
Fund equity, ending		12,646,950			
Less invested in capital assets		9,427,325			
Net available fund equity		3,219,625			

Sewer Fund
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Special Assessments		859	-859		
Intergovernmental		6,655	-6,655		
Charges for Services	200	134	66	66.90	4.33
Utility Charges	3,530,000	2,559,864	970,136	72.52	
Late fees		50,310	-50,310		
Facility/area chgs	3,000	1,650	1,350	55.00	39.29
Other prop charges	2,500	11,147	-8,647	445.88	825.00
Interest Earnings	36,000		36,000		
TOTAL REVENUES	3,571,700	2,630,620	941,080	73.65	31.68
EXPENDITURES					
Proprietary					
Sanitary sewer maint		21	-21		44.11
Sewer operations	3,001,558	1,930,605	1,070,953	64.32	84.42
Total Proprietary	3,001,558	1,930,627	1,070,931	64.32	84.17
TOTAL EXPENDITURES	3,001,558	1,930,627	1,070,931	64.32	84.17
OTHER					
Contributed Assets		1,548	-1,548		
Depreciation	-305,000	-228,750	-76,250	75.00	75.00
Transfers out	-190,800		-190,800		100.00
GO Revenue bonds	-64,950	-65,837	887	101.37	81.75
TOTAL OTHER	-560,750	-293,039	-267,711	52.26	82.47
Net change in fund equity	9,392	406,954	134,764		
Fund equity, beginning		7,178,611			
Fund equity, ending		7,585,565			
Less invested in capital assets		4,725,848			
Net available fund equity		2,859,717			

Surface Water Mgmt
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Special Assessments		179	-179		
Intergovernmental		2,414	-2,414		
Utility Charges	960,600	708,734	251,866	73.78	
Late fees		11,042	-11,042		
Lake Impr Dist chgs	47,700	46,025	1,675	96.49	16.04
Other prop charges	5,000	4,950	50	99.00	123.40
Interest Earnings	24,000		24,000		
TOTAL REVENUES	1,037,300	773,344	263,956	74.55	17.39
EXPENDITURES					
Proprietary					
Snail lake aug.	32,053	5,118	26,935	15.97	54.05
Surface water oper	642,938	301,961	340,977	46.97	78.67
Total Proprietary	674,991	307,079	367,912	45.49	77.66
TOTAL EXPENDITURES	674,991	307,079	367,912	45.49	77.66
OTHER					
Depreciation	-208,000	-156,000	-52,000	75.00	75.00
Transfers out	-97,000		-97,000		100.00
GO Revenue bonds	-91,700	-89,724	-1,976	97.84	65.17
TOTAL OTHER	-396,700	-245,724	-150,976	61.94	74.52
Net change in fund equity	-34,391	220,542	47,020		
Fund equity, beginning		7,406,507			
Fund equity, ending		7,627,049			
Less invested in capital assets		6,135,855			
Net available fund equity		1,491,194			

Street Light Utility
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Special Assessments		79	-79		
Utility Charges	363,000	268,914	94,086	74.08	
Late fees		4,783	-4,783		
Interest Earnings	3,000		3,000		
Miscellaneous	500		500		
TOTAL REVENUES	366,500	273,777	92,723	74.70	17.72
EXPENDITURES					
Proprietary					
Street lighting	241,923	180,548	61,375	74.63	75.50
Total Proprietary	241,923	180,548	61,375	74.63	75.50
Capital Outlay					
Street lighting		1,894	-1,894		56.01
Total Capital Outlay		1,894	-1,894		56.01
Capital Outlay					
Capital projects		642	-642		
Total Capital Outlay		642	-642		
TOTAL EXPENDITURES	241,923	183,085	58,838	75.68	71.56
OTHER					
Depreciation	-46,000	-34,500	-11,500	75.00	75.00
Transfers out	-12,600		-12,600		100.00
TOTAL OTHER	-58,600	-34,500	-24,100	58.87	78.57
Net change in fund equity	65,977	56,192	57,985		
Fund equity, beginning		711,201			
Fund equity, ending		767,393			
Less invested in capital assets		432,561			
Net available fund equity		334,832			

Central Garage Fund
For Year 2011 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	98,000	51,617	46,383	52.67	
Intergovernmental		120,715	-120,715		
Cent Garage chgs	1,109,816	1,218	1,108,598	.11	100.06
Interest Earnings	16,000		16,000		
TOTAL REVENUES	1,223,816	173,550	1,050,266	14.18	98.63
EXPENDITURES					
Proprietary					
Central garage oper	562,782	380,943	181,839	67.69	62.00
Service center oper		-1,821	1,821		87.65
Total Proprietary	562,782	379,122	183,660	67.37	62.28
Capital Outlay					
Central garage oper		269,186	-269,186		311.68
Total Capital Outlay		269,186	-269,186		311.68
TOTAL EXPENDITURES	562,782	648,308	-85,526	115.20	93.00
OTHER					
Sale of Asset	30,000	50,702	-20,702	169.01	64.36
Transfers In	180,600		180,600		
Depreciation	-646,000	-484,500	-161,500	75.00	75.00
Transfers out	-14,500		-14,500		
GO CIP bonds	-248,335	-345,325	96,990	139.06	
TOTAL OTHER	-698,235	-779,124	80,889	111.58	74.05
Net change in fund equity	-37,201	-1,253,882	1,374,700		
Fund equity, beginning		3,428,865			
Fund equity, ending		2,174,983			
Less invested in capital assets		3,228,575			
Net available fund equity		-1,053,592			

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 09-30-11

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
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CERTIFICATE DEPOSIT							
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1,040	Dain Rauscher Investment Services	CD	1,095	12-12-08	12-12-11	99,000.00	4.200000
1,111	Morgan Stanley Smith Barney LLC	CD	363	12-16-10	12-14-11	248,000.00	.450000
1,113	Morgan Stanley Smith Barney LLC	CD	364	12-22-10	12-21-11	249,000.00	.350000
1,114	Morgan Stanley Smith Barney LLC	CD	364	12-22-10	12-21-11	249,000.00	.350000
1,112	Morgan Stanley Smith Barney LLC	CD	365	12-22-10	12-22-11	249,000.00	.400000
1,115	Morgan Stanley Smith Barney LLC	CD	365	12-22-10	12-22-11	248,000.00	.450000
1,116	Morgan Stanley Smith Barney LLC	CD	365	12-23-10	12-23-11	248,000.00	.500000
1,118	Morgan Stanley Smith Barney LLC	CD	365	12-29-10	12-29-11	248,000.00	.350000
1,060	Morgan Stanley Smith Barney LLC	CD	1,097	02-25-09	02-27-12	96,000.00	2.994500
1,061	Morgan Stanley Smith Barney LLC	CD	1,097	02-25-09	02-27-12	96,000.00	2.994500
1,062	Morgan Stanley Smith Barney LLC	CD	1,097	02-25-09	02-27-12	96,000.00	2.994500
1,063	Morgan Stanley Smith Barney LLC	CD	1,097	02-25-09	02-27-12	96,000.00	3.044400
1,064	Morgan Stanley Smith Barney LLC	CD	1,095	02-27-09	02-27-12	96,000.00	3.050000
1,075	Morgan Stanley Smith Barney LLC	CD	1,097	07-22-09	07-23-12	150,000.00	2.445500
1,076	Morgan Stanley Smith Barney LLC	CD	1,097	07-22-09	07-23-12	150,000.00	2.395600
1,077	Morgan Stanley Smith Barney LLC	CD	1,097	07-22-09	07-23-12	245,000.00	2.395600
Total Number Of Investments: 16						2,863,000.00	
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FEDERAL HOME LN BK							
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1,126	Morgan Stanley Smith Barney LLC	FH	2,649	07-26-11	10-26-18	550,000.00	3.186300
1,125	Morgan Stanley Smith Barney LLC	FH	2,922	07-19-11	07-19-19	600,000.00	3.435100
1,128	Morgan Stanley Smith Barney LLC	FH	3,653	08-25-11	08-25-2021	550,000.00	3.547100
Total Number Of Investments: 3						1,700,000.00	
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FEDERAL NATL MTG							
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1,067	Morgan Stanley Smith Barney LLC	FN	1,826	05-01-09	05-01-14	700,000.00	2.948400
1,098	Wells Fargo Brokerage Services	FN	1,826	08-10-10	08-10-15	500,000.00	1.998900
1,122	Wells Fargo Brokerage Services	FN	1,607	03-17-11	08-10-15	462,000.00	2.044200
1,102	Dain Rauscher Investment Services	FN	32,63	08-25-10	07-27-2020	611,358.07	3.474700
1,106	Morgan Stanley Smith Barney LLC	FN	32,66	10-28-10	10-28-2020	500,000.00	3.597000
1,109	Dain Rauscher Investment Services	FN	3,653	12-09-10	12-09-2020	600,000.00	3.946800
1,054	Dain Rauscher Investment Services	FN	4,682	01-20-09	11-15-2021	535,206.68	5.700700
1,095	Dain Rauscher Investment Services	FN	-32,1	07-14-10	07-14-2022	601,200.00	4.496900
1,097	Dain Rauscher Investment Services	FN	4,381	07-30-10	07-28-2022	652,600.00	4.894700
1,105	Dain Rauscher Investment Services	FN	5,465	10-13-10	09-29-2025	661,980.00	4.174300
1,107	Dain Rauscher Investment Services	FN	-31,0	11-18-10	11-18-2025	800,000.00	4.996400

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 09-30-11

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
1,121	Dain Rauscher Investment Services	FN	5,479	01-28-11	01-28-2026	500,000.00	5.529300
1,123	Dain Rauscher Investment Services	FN	-31,0	06-30-11	06-30-2026	1,000,000.00	4.829800
1,124	Dain Rauscher Investment Services	FN	5,479	06-30-11	06-30-2026	219,000.00	4.829800
1,129	Dain Rauscher Investment Services	FN	-31,0	09-21-11	09-21-2026	600,000.00	5.079600
1,130	Dain Rauscher Investment Services	FN	5,479	09-30-11	09-30-2026	500,000.00	4.663300
1,131	Dain Rauscher Investment Services	FN	5,479	09-30-11	09-30-2026	180,000.00	4.663300
1,066	Dain Rauscher Investment Services	FN	-29,8	04-20-09	06-15-2027	549,528.74	6.434800

Total Number Of Investments: 18

10,172,873.49

FED HM MORTG POOL

1,127	Dain Rauscher Investment Services	HP	3,653	07-29-11	07-29-2021	500,000.00	3.996700
1,132	Morgan Stanley Smith Barney LLC	HP	3,653	09-30-11	09-30-2021	500,000.00	3.197400
1,065	Dain Rauscher Investment Services	HP	4,743	03-27-09	03-22-2022	1,017,349.36	5.502400
1,096	Dain Rauscher Investment Services	HP	-32,1	07-27-10	07-27-2022	500,000.00	4.496900
1,110	Dain Rauscher Investment Services	HP	4,247	12-10-10	07-27-2022	602,400.00	4.640900

Total Number Of Investments: 5

3,119,749.36

Sub-Total Of Investments:

17,855,622.85

4M Municipal Money Mkt Fund
2002 COP Debt Service Reserve
GMHC Savings Acct USBank
4M Fund - Hockey Escrow
Western Asset Govt MM Fund

1,701,033.91
4,620.03
55,138.23
5,008.48
2,342,663.62

GRAND TOTAL OF CASH & INVESTMENTS:

21,964,087.12

TO: MAYOR, CITY COUNCIL AND CITY MANAGER

FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR

DATE: OCTOBER 13, 2011

SUBJ: PUBLIC WORKS MONTHLY REPORT

MAINTENANCE ACTIVITIES

Utilities Maintenance –

Utility Crews are inspecting and performing routine maintenance and general repairs to wells and lift stations, the booster station and water towers. Crews respond to location requests each day, by marking underground utilities within proposed excavation areas. They also continue collecting and analyzing water samples as required by MDH.

Utility Crews have also been inspecting manholes and exercising gate valves. From these inspections and exercising they compile a list of necessary repairs. They have been working on repairs from their list. During the last month, utility crews have been flushing hydrants throughout the city.

Street Maintenance –

Street Crews continue to sweep streets as well as mow boulevard areas and mow maintenance strips along trails as the weather permits. General sign maintenance is ongoing and the crews have also been painting crosswalks as well as other necessary pavement markings.

Street crews have also been repairing catch basins and cleaning sumps. They continue trimming and cutting trees in and around ponds and pond areas. Crews are also spot patching and repairing streets as needed.

Streets and Utilities crews have been working together to mill and patch streets and repair utilities in next year's seal coat area.

DOC Crews –

Crews spend time each day cleaning the Maintenance Facility. They maintain the yard and the grounds around the buildings. They have been replacing and repairing boards along the boardwalk along County Road I. They are working along trails, trimming trees and general cleanup as needed. As time permits they are painting hydrants throughout the City.

PROJECT UPDATES

Hawes, Rustic, Demar Reconstruction Project 10-01

An informational letter addressing the issues that were raised at the assessment hearing will be sent out to the residents on October 14th.

MSA Street Rehabilitation, Project 11-08

The final lift of asphalt has been completed on Victoria St. and Tanglewood Dr. The wear course on Mound Ave. is scheduled for October 19th. Pavement markings will be completed the week of October 17th. All aspects of the project should be completed by the end of October.

Buffalo Lane Reconstruction, Project 11-09

Boulevard restoration has been completed. Paving of the base course is complete and final wear course is scheduled for October 14th. The project remains on schedule for completion in October.

Sanitary Sewer and Storm Sewer Rehabilitation Project 10-02

Contract has been awarded for this project. The proposed work includes updates and upgrades to six sanitary sewer and two storm drainage lift stations. Detailed construction schedule will be developed in the near future. The construction activities are not expected to have any impact on adjacent residential properties.

Water System Improvements, Project 11-05

The new watermain has been installed and tested, it is now operational. However, the work took longer than expected with the discovery of unexpected soils near the existing watermain. With the poor soils, it was decided to leave the existing driveway area unpaved over the winter to make it easier to repair any settlements that may occur. The driveway will be paved in the spring.

REGULAR COUNCIL MEETING
OCTOBER 17, 2011

TO: MAYOR AND COUNCILMEMBERS

FROM: JERRY HAFFEMAN, PARKS & RECREATION DIRECTOR

DATE: OCTOBER 11, 2011

RE: MONTHLY REPORT

DEPARTMENT ACTIVITY

Fall soccer and softball have been enjoying great weather this fall. The parks maintenance crew has been working on fall maintenance projects such as aerating and fertilizing the sports fields. We get our sports fields ready for next spring during the fall months because spring sports often start before the frost leaves the ground. The tennis courts at Shamrock are complete with new color coating which will protect the asphalt from drying and cracking.

The chiller for the Community Center and City Hall complex will be replaced in October. The preliminary system tests and preparation for the installation has been completed.

The portable restroom enclosure project for Bucher and McCullough Parks has been awarded by the City Council and the installation will begin shortly.

MAINTENANCE

The past month was another busy one for the crew. The warm and dry weather really helped us stay on schedule with our park maintenance efforts. The big 580D mower has been broken for the past month, so all mowing was done with the 72" mowers. Except for irrigated areas, the dry weather meant the turf growth was slower and we were able to keep areas mowed even with the smaller mowers.

In addition to mowing the crew was able to aerate and seed several areas last month. All athletic fields were aerated as well as the Community Center and library. Also, the area around the pavilion and all athletic fields were seeded. All the parks, Community Center, Highway 96 and library were fertilized as well. The crew with DOC trimmed shrubs at the Community Center and parks. Repairs were made to the irrigation systems at Commons, Community Center, library and Rice Creek Fields. We will start winterizing the systems in the next week.

Now that the fall softball season is over, the crew is repairing the ballfields. The outside edges of the infields at Commons Park, Sitzler Park and Rice Creek Fields have been cut with a sod cutter. The area has been cleaned and aglime has been added back into the fields. The mounds at Sitzler and Wilson Parks have been repaired so they are ready for next year. There are several other small tasks to be completed on the fields this fall. The crew removed the overhead safety netting at McCullough and Sitzler Parks. The crew continues to cut and paint the lines on three full sized soccer fields and ten modified size soccer fields. The contractor has completed the repairs to the tennis/basketball courts at Shamrock Park. The parks maintenance crew along with the DOC

crew took down the hockey rink at Commons Park and the Old Village Hall. The wooden boards from the Old Village Hall site will be installed at Commons rink to replace the plastic boards.

The crew cleaned up graffiti at the overlook on Highway 96 and the tunnel under Highway 96 from the Community Center. Repairs to the building lights were made at Bucher and Bobby Theisen Parks. The crew continues to pick up trash on a daily basis at the Community Center, library and parks. The trash receptacles are dumped on an as needed basis. Now that the softball season is over the restrooms at Rice Creek Fields will be cleaned and winterized. There are still recreation programs utilizing the pavilion so it is still being cleaned after each use.

COMMUNITY CENTER/CITY HALL MAINTENANCE ACTIVITIES

The indoor maintenance crew has been very busy getting the building back on its cleaning schedule. Things get a little out of step during shutdown, but are now back in full swing. The carpet was cleaned in each office area before the new office furniture was installed. Also, the carpeting in the City Hall upper level lobby and all hallways were cleaned. The dance floor in the Community Room was resurfaced. The floor in Beachcomber Bay was stripped and waxed. Over several evenings the crew used the scissors lift in the gym and cleaned the dust off the pipes, beams, underneath the track supports and other areas. Currently work orders for repairs are more than 140 ahead of this time last year.

RECREATION PROGRAMS

Outdoor recreation programs are wrapping up this month. The fall soccer program had more than 400 participants and 56 volunteer coaches. Coaches have had additional training to comply with the new law effective September 1st to increase awareness of concussions and youth sports. This new law requires that youth sports coaches and officials receive training to identify concussions and provides standards by which a youth can participate in sports after sustaining a concussion. We have incorporated this training into our coaches' and officials' trainings.

Farmers' Market vendors are rolling out their fall products. The market shut down at 6:00 p.m. for the last few weeks due to darkness. The final Farmers' Market of the season is October 25th where we will be serving pumpkin bars.

The Kid's Garage Sale and Touch-a-Truck on October 8th had a great turnout. The weather was perfect for the events. We sold a total of 21 tables at the Kid's Garage Sale and everyone seemed very pleased with the amount they sold. Touch-a-Truck had a steady number of parents and kids climbing in the vehicles and honking horns throughout the morning. The event was a success and would not have been possible without the assistance of the following organizations: Shoreview Parks Maintenance staff, Ramsey County Sheriff's Department, Ramsey County Water Patrol, Lake Johanna Fire Department and Allina.

Halloween Hoopla is our next event, being held at Arden Hills City Hall, on October 28th. This annual Halloween event involves a lot of candy, refreshments, themed carnival games, and door prizes.

The Active Life Fair is Monday, November 14th from 10:00 a.m. – 1:00 p.m. The Active Life Fair is a great way for aging adults and their caregivers to gather information about resources available to them in the Shoreview area. Fair-goers can browse through the health and wellness booths, undergo screenings for vision, hearing, blood pressure, and spinal conditions, gather information about the Shoreview Community Center and programs, and find support within the Shoreview community.

COMMUNITY CENTER

The annual pool shutdown in September means it is a busy month for our Community Center aquatics staff. The year's projects included: repair and painting of the zero depth water play feature, new locker room counter tops, moss system added to the rock waterfall and locker room water supply, and a new water circulation and filtration system for the hot tub. The moss system has already had a positive effect in the locker rooms with less mineral deposits in the shower area. The new circulation system should keep the hot tub working efficiently and require less maintenance.

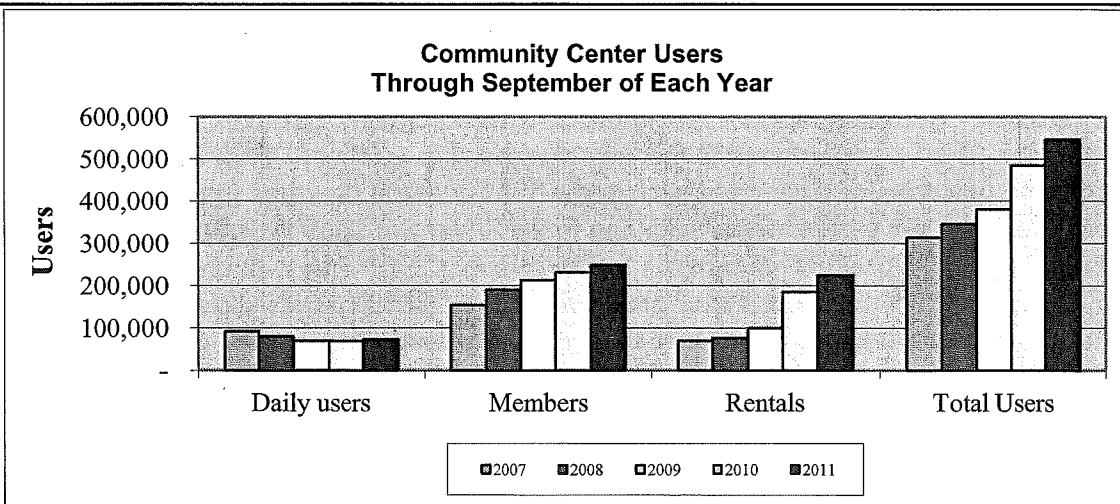
Rental revenue remained consistent with last year with a similar number of birthday parties and corporate events booked this past month. There were eleven weddings booked this month compared to seven last September. The number of weddings in 2011 has also remained similar to 2010. There are still ten more weddings scheduled before the end of the year. The commission revenue from the exclusive liquor providers is becoming more consistent. In October staff will be sending out requests for proposals for a new contract with exclusive liquor providers. The existing contract ends on December 31, 2011. Requests for proposals were sent to Jimmy's Food and Drink, Green Mill Shoreview, Big 10 Supper Club, and Kozlak's Royal Oak.

As the weather gets colder and daylight hours shorten the fitness center is becoming more active. There was a slight increase in usage on the cardio equipment compared to September 2010. The Matrix treadmills were once again the most popular piece of equipment with 35% more usage per machine than other treadmills and ellipticals. In January staff will be replacing some of the older treadmills that are in constant need of repair with the Matrix treadmills. Fitness staff provided 24 orientations with several of them being Silver Sneakers.

Membership sales were comparable to September, 2010. The only difference was a total of 101 annual memberships from the Silver Sneakers program. This new program brought a total of 67 new members to the Community Center. The other 34 Silver Sneakers members were current members and their pass was transferred to this new membership category. Many of these members were participating at other clubs such as the Y.M.C.A and Anytime Fitness. They were very pleased to learn that we are now participating in the Silver Sneakers program. There were over 350 visits by Silver Sneakers participants for the month of September. In an effort to market the Silver Sneakers program at the Community Center we have been distributing flyers at the senior independent living apartments in the area. Other marketing efforts include on-line advertisements, new media on our web page to highlight weddings and birthday parties, and new membership marketing material.

**Community Center Activity Year-to-date
Through September Each Year**

	2007	2008	2009	2010	2011
Number of Users:					
Daily users	91,418	79,803	69,634	68,952	73,058
Members	153,680	189,866	211,914	231,256	248,719
Rentals	69,129	76,336	99,374	184,716	224,275
Total Users	314,227	346,005	380,922	484,924	546,052
Revenue:					
Admissions	\$ 374,843	\$ 386,093	\$ 427,502	\$ 409,222	\$ 463,861
Memberships-annual	263,061	327,791	452,472	574,938	636,945
Memberships-seasonal	137,549	103,435	81,995	71,203	71,408
Room rentals	146,860	167,427	158,207	174,538	194,826
Wave Café	120,136	117,293	124,625	137,532	155,201
Commissions	12,303	2,233	5,574	8,051	10,164
Locker/vending/video	29,407	25,621	22,880	20,387	20,364
Merchandise	4,632	6,193	7,645	8,438	11,394
Other miscellaneous	2,473	1,312	545	941	988
Building charge	87,000	88,000	94,000	93,000	97,000
Transfers in	120,001	142,497	230,400	232,506	222,750
Total Revenue	1,298,265	1,367,895	1,605,845	1,730,756	1,884,9
Expenditures:					
Personal services	894,473	902,622	927,267	945,874	963,641
Supplies	269,147	290,059	273,588	283,171	315,599
Contractual	297,254	316,489	354,514	358,620	396,362
Total Expenditures	1,460,874	1,509,170	1,555,369	1,587,665	1,675,602
Rev less Exp Year-to-date	\$ (162,609)	\$ (141,275)	\$ 50,476	\$ 143,091	\$ 209,299



* Rental users in 2010 and later years include Summer Discovery Prgm

t/data/excel/comm cntr/Monthly report 2011

**Community Center Monthly Activity
For the Year 2011**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	9,573	8,554	12,733	7,331	6,918	8,510	9,591	7,473	2,375	-	-	-	73,058
Members	33,665	30,575	34,019	29,225	25,468	24,211	24,352	23,544	23,660	-	-	-	248,719
Rentals	16,013	14,571	17,692	15,947	17,757	40,042	34,573	51,667	16,013	-	-	-	224,275
Total Users	59,251	53,700	64,444	52,503	50,143	72,763	68,516	82,684	42,048	-	-	-	546,052
Revenue:													
Admissions	\$ 54,768	\$ 50,219	\$ 82,024	\$ 37,760	\$ 32,531	\$ 48,104	\$ 57,434	\$ 41,854	\$ 19,315	\$ -	\$ -	\$ -	424,009
Indoor playground	6,646	4,955	8,340	4,691	3,281	4,545	3,033	2,183	2,178	-	-	-	39,852
Memberships	134,134	82,408	85,134	64,611	61,088	69,882	64,747	69,299	77,050	-	-	-	708,353
Room rentals	22,729	19,569	29,892	16,023	24,736	20,859	19,322	18,740	22,956	-	-	-	194,826
Wave Café	20,526	18,871	25,987	17,064	15,650	15,441	16,165	14,920	10,577	-	-	-	155,201
Commissions	-	143	850	-	1,366	698	2,561	1,153	3,393	-	-	-	10,164
Locker/vending/video	(1,194)	3,591	2,745	3,128	2,566	3,560	3,243	883	1,842	-	-	-	20,364
Merchandise	1,006	1,018	1,492	1,340	948	1,826	1,546	1,204	1,014	-	-	-	11,394
Other miscellaneous	(80)	75	27	32	757	39	83	50	5	-	-	-	988
Building charge	-	-	-	-	-	97,000	-	-	-	-	-	-	97,000
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	24,750	24,750	24,750	24,750	24,750	24,750	24,750	24,750	24,750	-	-	-	222,750
Total Revenue	263,285	205,599	261,241	169,399	167,673	286,704	192,884	175,036	163,080	-	-	-	1,884,901
Expenditures:													
Personal services	84,388	104,891	105,118	99,020	100,804	107,397	156,509	108,982	96,532	-	-	-	963,641
Supplies	30,153	36,056	44,170	42,162	34,276	33,351	29,123	27,161	39,147	-	-	-	315,599
Contractual	21,270	31,672	36,485	42,242	48,682	51,876	63,436	44,224	56,475	-	-	-	396,362
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	135,811	172,619	185,773	183,424	183,762	192,624	249,068	180,367	192,154	-	-	-	1,675,602
Rev less Exp (monthly)	\$ 127,474	\$ 32,980	\$ 75,468	\$ (14,025)	\$ (16,089)	\$ 94,080	\$ (56,184)	\$ (5,331)	\$ (29,074)	\$ -	\$ -	\$ -	\$ 209,299
Rev less Exp (ytd)	\$ 127,474	\$ 160,454	\$ 235,922	\$ 221,897	\$ 205,808	\$ 299,888	\$ 243,704	\$ 238,373	\$ 209,299	\$ 209,299	\$ 209,299	\$ 209,299	

**Community Center Monthly Activity
For the Year 2010**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	12,396	8,244	10,145	5,086	6,293	7,811	8,478	7,899	2,600	5,189	6,669	7,974	88,784
Members	32,569	30,039	30,018	24,351	22,682	23,343	23,406	24,567	20,281	23,593	26,860	26,695	308,404
Rentals	16,552	14,271	16,027	14,710	16,223	30,877	29,480	32,456	14,120	16,373	13,243	16,302	230,634
Total Users	61,517	52,554	56,190	44,147	45,198	62,031	61,364	64,922	37,001	45,155	46,772	50,971	627,822
Revenue:													
Admissions	\$ 55,503	\$ 47,668	\$ 54,719	\$ 31,183	\$ 35,032	\$ 40,977	\$ 50,122	\$ 38,742	\$ 18,995	\$ 25,431	\$ 33,763	\$ 42,844	474,979
Indoor playground	7,028	6,623	6,012	2,611	2,846	4,446	2,790	3,305	620	2,541	3,920	4,650	47,392
Memberships	111,690	75,142	68,524	57,725	61,958	61,663	64,227	66,374	78,838	75,158	121,981	197,214	1,040,494
Room rentals	18,519	27,898	14,573	19,724	22,695	16,744	18,713	12,615	23,057	16,713	16,852	12,561	220,664
Wave Café	18,052	17,720	18,813	14,915	13,174	15,261	14,708	15,272	9,617	11,457	13,834	13,993	176,816
Commissions	870	1,051	-	658	-	1,375	1,367	763	1,967	1,356	227	993	10,627
Locker/vending/video	1,317	2,387	4,880	4,296	1,239	2,101	2,802	1,361	4	3,262	948	4,873	29,470
Merchandise	730	932	903	1,147	790	1,043	1,400	1,181	312	711	715	792	10,656
Other miscellaneous	(90)	67	25	(790)	1,025	30	414	171	89	80	183	733	1,937
Building charge	-	-	-	-	-	93,000	-	-	-	-	-	1,415	94,415
Interest	-	-	-	-	-	-	-	-	-	-	-	8,017	8,017
Transfers in	25,834	25,834	25,834	25,834	25,834	25,834	25,834	25,834	25,834	25,834	25,834	25,826	310,000
Total Revenue	239,453	205,322	194,283	157,303	164,593	262,474	182,377	165,618	159,333	162,543	218,257	313,911	2,425,467
Expenditures:													
Personal services	87,881	107,137	99,770	97,359	97,921	97,380	157,769	105,178	95,479	100,266	101,590	171,533	1,319,263
Supplies	13,838	38,074	39,579	27,156	36,732	32,132	30,501	29,798	35,361	28,190	24,843	69,341	405,545
Contractual	5,022	26,404	63,856	28,989	51,368	39,593	36,322	58,235	48,831	60,881	30,144	95,219	544,864
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	106,741	171,615	203,205	153,504	186,021	169,105	224,592	193,211	179,671	189,337	156,577	336,093	2,269,672
Rev less Exp (monthly)	\$ 132,712	\$ 33,707	\$ (8,922)	\$ 3,799	\$ (21,428)	\$ 93,369	\$ (42,215)	\$ (27,593)	\$ (20,338)	\$ (26,794)	\$ 61,680	\$ (22,182)	\$ 155,795
Rev less Exp (ytd)	\$ 132,712	\$ 166,419	\$ 157,497	\$ 161,296	\$ 139,868	\$ 233,237	\$ 191,022	\$ 163,429	\$ 143,091	\$ 116,297	\$ 177,977	\$ 155,795	

**Community Center Monthly Activity
For the Year 2009**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	9,610	7,464	9,165	7,017	5,860	7,901	9,881	9,159	3,577	5,279	5,899	7,507	88,319
Members	27,501	27,501	26,804	23,626	21,709	22,735	21,940	21,629	18,469	22,758	24,274	25,438	284,384
Rentals	6,099	8,602	8,090	9,163	12,256	16,147	12,461	17,140	9,416	11,801	10,388	13,685	135,248
Total Users	43,210	43,567	44,059	39,806	39,825	46,783	44,282	47,928	31,462	39,838	40,561	46,630	507,951
Revenue:													
Admissions	\$ 52,646	\$ 47,894	\$ 66,746	\$ 39,178	\$ 32,471	\$ 56,406	\$ 56,411	\$ 57,481	\$ 18,269	\$ 30,717	\$ 42,707	\$ 47,506	\$ 548,432
Memberships	100,818	58,678	52,866	52,060	47,969	57,264	49,603	56,493	58,716	74,398	101,751	188,793	899,409
Room rentals	22,190	14,814	19,403	18,799	13,811	16,577	11,802	21,001	19,810	20,122	19,396	21,327	219,052
Wave Café	15,222	14,660	17,049	11,631	11,207	15,565	15,578	15,168	8,545	11,673	13,864	12,924	163,086
Commissions	-	-	-	-	-	-	3,132	-	2,442	3,362	213	-	9,149
Locker/vending/video	1,254	2,191	4,324	4,092	651	2,852	2,397	2,122	2,997	3,424	1,358	4,796	32,458
Merchandise	671	307	471	1,066	974	1,174	1,439	1,145	398	530	866	536	9,577
Other miscellaneous	17	(35)	257	34	(92)	226	(235)	249	124	193	89	517	1,344
Building charge	-	-	-	-	-	94,000	-	-	-	-	-	(4,118)	89,882
Interest	-	-	-	-	-	-	-	-	-	-	-	8,171	8,171
Transfers in	25,600	25,600	25,600	25,600	25,600	25,600	25,600	25,600	25,600	25,600	25,600	28,400	310,000
Total Revenue	218,418	164,109	186,716	152,460	132,591	269,664	165,727	179,259	136,901	170,019	205,844	308,852	2,290,560
Expenditures:													
Personal services	90,601	98,542	99,397	95,421	97,379	105,606	145,931	104,061	90,329	100,844	93,220	166,583	1,287,914
Supplies	1,012	51,523	40,949	36,563	32,550	22,016	31,924	30,610	26,441	23,121	32,647	62,683	392,039
Contractual	657	34,418	45,178	37,487	34,181	56,791	59,585	44,305	41,912	48,526	41,841	62,162	507,043
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	92,270	184,483	185,524	169,471	164,110	184,413	237,440	178,976	158,682	172,491	167,708	291,428	2,186,996
Rev less Exp (monthly)	\$ 126,148	\$ (20,374)	\$ 1,192	\$ (17,011)	\$ (31,519)	\$ 85,251	\$ (71,713)	\$ 283	\$ (21,781)	\$ (2,472)	\$ 38,136	\$ 17,424	\$ 103,564
Rev less Exp (ytd)	\$ 126,148	\$ 105,774	\$ 106,966	\$ 89,955	\$ 58,436	\$ 143,687	\$ 71,974	\$ 72,257	\$ 50,476	\$ 48,004	\$ 86,140	\$ 103,564	

MOTION SHEET

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the following payment of bills as presented by the finance department.

Date	Description	Amount
10/3/2011	Accounts payable	\$ 195,725.56
10/6/2011	Accounts payable	\$ 168,978.23
10/10/2011	Accounts payable	\$ 3,378.82
10/13/2011	Accounts payable	\$ 52,669.88
10/17/2011	Accounts payable	\$ 355,455.79
Sub-total Accounts Payable		\$ 776,208.28
10/7/2011	Payroll 123354 to 123390 953943 to 954117	\$148,127.69
Sub-total Payroll		\$ 148,127.69
TOTAL		\$ 924,335.97

ROLL CALL:	AYES	NAYS
Huffman		
Quigley		
Wickstrom		
Withhart		
Martin		

10/17/2011

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
AMERICAN MESSAGING	LOCKBOX SERVICES 101/-10/31	101	40210	3190				\$4.26	\$4.26
ARDEN HILLS, CITY OF	CREDIT CARD TRANSACTIONS FL CLEANUP DAY	210	34390					\$49.00	\$49.00
CLASSIC CATERING/PICNIC PLEASE	VOLUNTEER EVENT	101	40100	4890				\$2,322.25	\$2,322.25
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590				\$422.09	\$422.09
ENGBLOM, DEBRA R.	TRAVEL/EXPENSE REIMBURSEMENT	101	40500	4500				\$140.51	\$151.20
		210	42750	3390				\$10.69	
GENESIS EMPLOYEE BENEFITS, INC	ADMINISTRATION FEE: SEPT 2011	101	20416					\$351.55	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$17.14	\$307.64
		101	40200	4890				\$290.50	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$16.97	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$16.97	\$16.97
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$17.17	\$17.17
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$17.18	\$17.18
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$17.18	\$17.18
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$17.18	\$17.18
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$17.14	\$17.14
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
HORIZON EQUIPMENT LLC	SOFT SERVE MACHINE PARTS	220	43800	2180				\$248.98	\$248.98
LAFLEUR, MICHAEL	YOUTH SOCCER REF SEPT 24 & OCT 1	225	43510	3190				\$90.00	\$90.00
LAKE JOHANNA FIREFIGHTER'S REL	2011 STATE FIRE AID	100	19999					\$185,168.00	\$185,168.00
MADISON NATIONAL LIFE	LONG TERM DISABILITY INSUR: SEPT 2011	101	20412					\$1,727.72	\$1,727.72
METROPOLITAN COURIER CORPORATI	ARMORED CAR SERVICES:	101	40500	4890				\$102.87	\$411.47
		220	43800	4890				\$102.87	
		601	45050	4890				\$102.87	
		602	45550	4890				\$102.86	
MOYNAGH, PATRICK CASSIDY	YOUTH SOCCER REF SEPT 24 & OCT 1	225	43510	3190				\$90.00	\$90.00
NCO, INC.	BIRTHDAY SUPPLIES FOR RESALE	220	43800	2591				\$1,161.73	\$1,161.73
NCPERS MINNESOTA	PERA LIFE INSURANCE: OCTOBER 2011	101	20413					\$240.00	\$240.00
PENSINI, BRIANNA	YOUTH SOCCER REF SEPT 24 & OCT 1	225	43510	3190				\$120.00	\$120.00
PRAXAIR DISTRIBUTION INC	HELIUM FOR B-DAY PARTY BALLOONS	220	43800	2591				\$255.82	\$255.82
SYSCO FOOD SERVICES OF MN, INC	WAVE CAFE SUPPLIES	220	43800	2180				\$568.13	\$568.13
WATSON COMPANY	EMPLOYEE BREAK ROOM SUPPLIES	101	40800	2180				\$63.06	\$63.06
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590				\$793.11	\$793.11
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590				\$899.84	\$899.84

Total of all invoices: \$195,725.56

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
THE JIMTONES	SLICE OF SHOREVIEW PERFORMERS	270	40250	4890			-\$1,500.00	-\$1,500.00
COMCAST	CABLE FOR COMMUNITY CENTER	220	43800	3190			\$219.63	\$219.63
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 10-07-11	101	21720				\$8,884.89	\$8,884.89
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 10-07-11	101	20420				\$153.00	\$153.00
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS: 10-07-11	101	20418				\$5,535.00	\$5,535.00
GIBSON, MATT	PASS REFUND	220	22040				\$218.54	\$218.54
HAGEN, CHRIS (YUE)	SELF DEFENSE FOR ADU	220	22040				\$69.00	\$69.00
HALVORSEN, STEVE	EROSION RED 3297 OWASSO RED 11-73	101	22030				\$2,000.00	\$2,000.00
HOFFARD, THERESA	MILAGE: COMPUTER CLASS CENTURY COLLEGE	101	40200	3270			\$79.92	\$79.92
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE: 10/07/11	101	21750				\$5,437.43	\$5,437.43
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 10-07-11	101	20430				\$398.00	\$398.00
ISPIRI LLC	EROS & TREE RED 655 WOODLAND RES 11-73	101	22030				\$1,000.00	\$1,250.00
		101	22020				\$250.00	
KOCH, AMANDA	FACILITY REFUND	220	22040				\$250.00	\$250.00
LANG, JEAN	PASS REFUND	220	22040				\$120.00	\$120.00
LIM, PAUL	ACTIVITY REFUND	220	22040				\$233.26	\$233.26
MAYER ARTS, INC	FALL MUSICAL THEATER CLASSES	225	43580	3170			\$1,919.00	
MBPTA - KATIE SCHLUNDT	EDUCATION - LUKOSKIE	101	44300	4500			\$60.00	\$60.00
MILLER, DEANNA K.	FALL CROCHETING (4) 8/24-9/28	225	43590	3174			\$115.20	\$115.20
MINISTRIES, NETWORKS YOUTH	FACILITY REFUND	220	22040				\$25.00	\$25.00
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 10-07-11	101	20435				\$209.00	\$209.00
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 10-07-11	101	20420				\$15.00	\$15.00
MINNESOTA REVENUE	MINNESOTA TAX BILL/MCE #L1549584384	101	20435				\$357.50	\$357.50
NISSEN, RICHARD	PASS REFUND	220	22040				\$40.00	\$40.00
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 10-07-11	101	21740				\$27,418.56	\$27,418.56
Q3 CONTRACTING	FINAL PMT 2011 ST LIGHTS PROJECT 11-07	604	42600	5300			\$59,140.41	\$59,140.41
RAMSEY COUNTY TREASURER	LIFE INSURANCE: OCTOBER 2011	101	20414				\$2,445.62	\$2,640.62
		101	20417				\$195.00	
SATT, MARK ANDREW	SLICE OF SHOREVIEW PERFORMERS	270	40250	4890			\$1,500.00	\$1,500.00
SEKONGO, JEDEON	FACILITY REFUND	220	22040				\$710.00	\$710.00
SLANGA, ALEX	TANGLED (AGES 5-8)	220	22040				\$132.00	\$132.00
SOKOLOWSKI, KELLY	TANGLED (AGES 5-8)	220	22040				\$132.00	\$132.00
STAAB, ANDREW	DODGEBALL LEAGUE	220	22040				\$150.00	\$150.00
SUBURBAN UTILITIES SUPERINTEND	UTILITY M&R OPERATIONS:15 ANTENDEES	601	45050	4500			\$270.00	
		602	45550	4500			\$405.00	\$675.00
T-MOBILE	WATER TOWER CARD-SEPTEMBER 2011	601	45050	3190			\$62.98	
TAYLOR, KOBINA	DODGEBALL REF SEPT 28	225	43510	3190			\$26.00	\$26.00
TJB HOMES INC	GRAD CERT RED 3297 OWASSO HTS RES 11-73	101	22025				\$1,000.00	\$1,000.00
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 10-07-11	101	21710				\$21,006.20	\$49,147.29
		101	21730				\$22,002.77	
		101	21735				\$6,138.32	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS: 10-07-11	101	20420				\$74.00	
YENNI, AMANDA	PASS REFUND	220	22040				\$80.00	\$80.00

Total of all invoices: \$168,978.23

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
AARP C/O DENNIS J. HEINZE	29 DEF DRIV 10/5/11	225	43590	3174			\$370.00	\$370.00
CAPITAL FUNDING GROUP	FITNESS EQUIPMENT LEASE - OCTOBER 2011	220	43800	3960			\$1,151.33	\$1,151.33
COMMUNITY REINVESTMENT FUND	GMHC LOAN MONTHLY FEES-MARCH/APRIL STMT	307	44100	4890			\$30.00	\$30.00
COMMUNITY REINVESTMENT FUND	GMHC LOAN MONTHLY FEE-AUG FEES/SEPT STMT	307	44100	4890			\$63.00	\$63.00
ELLIOTT, LAURIE	ADOBE IN DESIGN BOOK/CLASS	101	40210	4350			\$54.99	\$54.99
MINNESOTA DEPT LABOR AND INDUS	BUILDING SURCHARGE REPORT: SEPTEMBER	101	20802				\$1,744.39	\$1,709.50
		101	34060				-\$34.89	

Total of all invoices:								\$3,378.82
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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ACE SOLID WASTE	MAINT CENTER SOLID WASTE PICKUP	701	46500	3640			\$226.00	\$226.00
ALLIED WASTE SERVICES #899	SEPT ALLIED WASTE SERVICES	210	42750	3190			\$41.00	\$41.00
ANDERSON, ROBERT		220	22040				\$53.00	\$53.00
BOLTON & MENK, INC	LIFT STATION IMPROVEMENTS	441	47000	5910			\$2,309.68	\$2,309.68
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590			\$395.05	\$395.05
CREATIVE WATER SOLUTIONS	MOSS AND CHAMBER FOR ROCK WATERFALL	220	43800	2200			\$460.73	\$460.73
CREATIVE WATER SOLUTIONS, LLC	POOL & WHIRL POOL MOSS-6 MONTHS	220	43800	2160			\$4,486.52	\$4,486.52
CUB FOODS	PRESCHOOL SUPPLIES	225	43555	2170			\$315.07	\$315.07
EARTH WIZARD'S, INC.	HAWES AVE RAIN GARDEN REPLANT 10-01	565	47000	5950			\$16,608.58	\$16,608.58
ECK, NATE	FRIDAY FUNDAY AM PS	220	22040				\$44.00	\$44.00
ELECTRO-WORKS, INC	SHARK ATTACK SONG ADD ON	220	43800	2180			\$1,540.00	\$1,540.00
EMERT/CAROL	TRAVEL FOR COMPUTER TRAINING	101	43400	3270			\$24.21	\$24.21
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 10-07-11	101	20431				\$810.12	\$810.12
GOPHER	TUMBLING - TRAMPOLINE	225	43580	2170			\$131.58	
GRAND RESTAURANT EQUIP & DESIG	FINAL PAYMENT FOR BLUE WAVE DISPLAY CASE	405	43800	5800			\$6,659.94	\$6,659.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$17.13	\$17.13
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$17.11	\$17.11
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.90	\$16.90
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.89	\$16.89
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$17.09	\$17.09
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$17.09	\$17.09
G MA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$17.07	\$17.07
G MA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
HILL, JOAN	PASS REFUND	220	22040				\$20.58	\$20.58
HOFFARD, THERESA	MILEAGE	101	40100	4890			\$11.66	\$11.66
JONES & BARTLETT PUBLISHERS, I	BOOKS FOR LIFEGUARD CLASS	220	43800	2200			\$360.18	
KUESEL, JUDITH	SCHMITT MUSIC	220	22040				\$5.00	\$5.00
KUNZA/SHARI	TRAVEL REIMBURSEMENT	101	43400	3270			\$141.16	\$141.16
MCCAREN DESIGNS INC	NOV. HORTICULTURE SERVICES	220	43800	3190			\$1,278.23	\$1,278.23
MELLOY, SHANNON	PASS REFUND	220	22040				\$77.13	\$77.13
NORTH STAR MINI STORAGE	STORAGE LOCKER FEE	101	43710	3950			\$1,140.00	\$1,140.00
S & S TREE SPECIALISTS, INC	3300 RICHMOND AVE - TREES FOR SWALE	603	45850	3190			\$2,462.47	\$2,462.47
SCHOLASTIC MAGAZINES	PRESCHOOL SUPPLIES	225	43555	2170			\$74.61	\$74.61
SOLA, REBECCA	MILEAGE REIMBURSEMENT	101	43400	3270			\$119.85	\$119.85
ST. PAUL, CITY OF	COMMUNITY CENTER BROCHURES	220	43800	3390			\$1,603.34	\$1,603.34
TARGET COMMERCIAL INVOICE	SENIOR PROGRAM SUPPLIES	225	43590	2174			\$108.63	\$108.63
TARGET COMMERCIAL INVOICE	PRESCHOOL/SCHOOL'S OUT CAMP	225	43555	2170			\$7.49	\$127.30
		225	43580	2170			\$119.81	
TARGET COMMERCIAL INVOICE	KIDS CARE SUPPLIES	225	43560	2170			\$149.99	
TIVOLITOO, INC	FLOATABLE FINAL PAYMENT	459	43800	5300			\$4,350.00	\$4,350.00
TIVOLITOO, INC	REPLACEMENT THATCHING	220	43800	2240			\$1,522.97	\$1,522.97
TIVOLITOO, INC	COLUMN PAINTING FINAL PAYMENT	220	43800	2200			\$1,681.31	\$1,681.31
T INSPECTIONS INC	INSPECTION SERVICES OCTOBER 2011	101	44300	3090			\$2,513.76	\$2,513.76
UNIVERSITY OF MINNESOTA	CONSTRUCTION INSTALLER RECERT.	101	42050	4500			\$345.00	\$345.00
VACKER, INC	CO2 FOR WHIRL POOL	220	43800	2160			\$83.48	\$83.48
VALLEY NATIONAL GASES	CO2 FOR WHIRL POOL	220	43800	2160			\$83.48	\$83.48

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
VALLEY NATIONAL GASES	YEAR TANK RENTAL FOR CO2	220	43800	2160			\$50.66	\$50.66
VALLEY NATIONAL GASES	CO2 TANK RENTAL	220	43800	2160			\$14.39	\$14.39
							Total of all invoices:	\$52,669.88
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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ACE SOLID WASTE	DUMPSTER SERVICE CC AND PARKS	220	43800	3640			\$1,083.21	\$1,550.78
		101	43710	3950			\$467.57	
ALLEN, DEANNE	MINUTES - 9/19/11	101	40200	3190			\$200.00	\$200.00
ALLEN, DEANNE	MINUTES - 10/3/1	101	40200	3190			\$200.00	\$200.00
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$42.39	\$169.55
		601	45050	3970			\$42.39	
		602	45550	3970			\$42.39	
		701	46500	3970			\$21.19	
		603	45850	3970			\$21.19	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$28.17	
		601	45050	3970			\$49.50	\$169.55
		602	45550	3970			\$49.50	
		603	45850	3970			\$21.19	
		701	46500	3970			\$21.19	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$59.30	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$45.68	\$45.68
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$59.30	\$59.30
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$45.68	\$45.68
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$45.68	\$45.68
AMERICAN FASTENER	CARRIGE BOLTS FOR COMMONS HOCKEY RINK	101	43710	2240			\$105.13	\$105.13
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$1,624.54	\$1,624.54
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$56.39	\$56.39
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$180.70	\$180.70
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$1,752.94	\$1,752.94
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$1,530.37	\$1,530.37
ANDERSON JEFF	SOD FOR SEWER REPAIR OUR PART	602	45550	2280			\$100.00	\$100.00
ANIMAL CONTROL SERVICES	PATROL HOURS - 9/5 - 10/2/11	101	41100	3199			\$1,864.00	\$1,864.00
ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES MAINTENANCE CENTER	701	46500	2183			\$212.87	\$212.87
AUTO PLUS	PROPANE HOSE	701	46500	2180			\$10.17	\$10.17
AUTO PLUS	PROPANE FOR FORK LIFT	701	46500	2180			\$24.57	\$24.57
AWARDS BY HAMMOND INC	CITIZEN OF THE YEAR PLAQUE	101	40100	4890			\$142.01	\$142.01
BAUER BUILT TIRE AND BATTERY I	FRONT TIRES FOR UNIT 203	701	46500	2230			\$957.83	\$957.83
BEISSWENGERS HARDWARE	SUPPLIES FOR BOARDWALK REPAIR	101	43450	2250			\$47.56	\$47.56
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240			\$28.80	\$28.80
BEISSWENGERS HARDWARE	PARTS FOR 580D	701	46500	2220			\$7.66	\$7.66
BOYER TRUCK PARTS INC.	PARTS FOR 607	701	46500	2220			\$21.30	\$21.30
BOYER TRUCK PARTS INC.	MUD FLAPS FOR 611	701	46500	2220			\$81.91	\$81.91
BOYER TRUCK PARTS INC.	PARTS FOR UNIT 203 & 215	701	46500	2220			\$192.65	\$192.65
BOYER TRUCK PARTS INC.	PARTS FOR UNIT 203	701	46500	2220			\$86.54	\$86.54
C & E HARDWARE	SPRINGS FOR PLOWS	701	46500	2220			\$2.02	\$2.02
C & E HARDWARE	POND SUPPLIES	603	45850	2180			\$15.19	\$15.19
C & E HARDWARE	SUPPLIES FOR BOARDWALK REPAIR	101	43450	2250			\$4.60	\$4.60
C & E HARDWARE	SHOP SUPPLIES	701	46500	2180			\$4.71	\$4.71
CATCO PARTS SERVICE	HYD PUMP FOR HARPER SWEEPER	701	46500	2220			\$872.16	\$872.16
CATCO PARTS SERVICE	PARTS FOR BACKHOE	701	46500	2220			\$309.32	\$309.32
CATCO PARTS SERVICE	PARTS FOR HARPER SWEEPER	701	46500	2220			\$15.13	\$15.13
CDW GOVERNMENT, INC	WARRANTY COVERAGE ON TOUCH SCREENS	422	40550	5800			\$53.84	\$53.84
GOVERNMENT, INC	PC REPLACEMENT	422	40550	5800			\$39.17	\$39.17
RAL HYDRAULICS, INC.	PARTS FOR 580D	701	46500	2220			\$108.95	\$108.95
COMMERCIAL ASPHALT CO	ASPHALT	101	42200	2180			\$4,786.86	\$5,403.74
		601	45050	2280			\$616.88	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
COMMERCIAL POOL AND SPA SUPPLI	POOL LIGHT ADAPTER RING	220	43800	2200			\$149.63	\$149.63
COMPLETE HEALTH, ENVIRONMENTAL	MTCE PLAN 9/2011	101	40210	3190			\$610.00	
COORDINATED BUSINESS SYSTEMS	SEPT MITA LASER MAINTENANCE	101	40550	3860			\$209.46	\$209.46
CUB FOODS	VOLUNTEER APPRECIATION EVENT SUPPLIES	101	40100	4890			\$34.63	\$34.63
CUB FOODS	CENTERPIECES - VOLUNTEER DINNER	101	40100	4890			\$119.83	\$119.83
DEALER AUTOMOTIVE SERVICES, IN	WHIPER BLADE SET FOR 210	701	46500	2220			\$157.06	\$157.06
DIAMOND VOGEL PAINT	PAINT FOR HYDRANTS	601	45050	2280			\$196.86	\$196.86
DULTMEIER SALES	WINTER CHEMICAL STORAGE TANK	701	46500	5800			\$1,764.00	\$1,764.00
DUSTY'S DRAIN CLEANING	VIDEO OF 1732 PINWOOD	602	45550	3190			\$200.00	\$200.00
ELDER-JONES	PERMIT REFUND 2011-01366 - WALL	101	32500				\$100.05	\$106.15
		101	20802				\$1.10	
		101	34850				\$5.00	
FERGUSON WATERWORKS	COUPLINGS 6" AND 8"	601	45050	2280			\$1,068.00	\$1,068.00
FIRST LAB, INC.	RANDOM TEST	101	40210	3190			\$37.00	\$37.00
FORM ANALYSIS, LLC	YEAR END TAX FORMS - W2'S/1099'S	101	40500	2010			\$453.04	\$453.04
FRONTIER PRECISION, INC	BUFFALO LANE SURVEY SUPPLIES, CP#11-09	568	47000	5920			\$22.74	\$22.74
GARELICK STEEL COMPANY	STEEL FOR BLADE SHARPENER BENCH	101	43710	2240			\$204.75	\$204.75
GOPHER STATE ONE-CALL	GOPHER ONE LOCATE CHARGE	601	45050	3190			\$142.57	\$570.25
		602	45550	3190			\$142.56	
		603	45850	3190			\$142.56	
		604	42600	3190			\$142.56	
HAFFEMAN, GERALD	MILEAGE REIMBURSEMENT	101	43400	4500			\$88.80	\$88.80
HAWKINS, INC.	POOL CHEMICALS	220	43800	2160			\$336.20	\$336.20
HAWKINS, INC.	CHLORINE AND FLOURIDE WELL AND BOOSTER	601	45050	2160			\$4,214.45	
HAWKINS, INC.	POOL CHEMICALS	220	43800	2160			\$203.58	\$203.58
HILLYARD, INC - MINNEAPOLIS	SERVICE FOR FLOOR SCRUBBER	701	46500	3196			\$40.50	\$40.50
HORIZON EQUIPMENT LLC	REFRIGERATOR FOR RICE CREEK FIELDS	101	43710	2240			\$1,479.40	\$1,479.40
HOTSY EQUIPMENT CO	HOTSY SERVICE & SOAP	701	46500	3190			\$39.50	
		701	46500	2180			\$197.92	
INDUSTRIAL TOOL & SUPPLY , INC	REPAIRS TO WHIRLPOOL GATE	220	43800	3810			\$416.44	\$416.44
INSTRUMENTAL RESEARCH INC	MONTHLY SAMPLES	601	45050	3190			\$240.00	
JIMMY'S CONFERENCE & CATERING	VOLUNTEER APPRECIATION EVENT - BARTENDER	101	40100	4890			\$289.24	\$289.24
L T G POWER EQUIPMENT	PARTS FOR WEED WHIPS	701	46500	2220			\$8.55	\$8.55
LIFEGUARD STORE, THE	SKIMMER NET, POLE, BASKETBALLS	220	43800	2200			\$139.50	\$139.50
LILLIE SUBURBAN NEWSPAPERS INC	ACCESS SHOREVIEW-SEPT 2011/LESS CREDIT	101	40400	3390			\$245.50	\$245.50
MENARDS CASHWAY LUMBER **FRIDL	SILT FENCE FOR COMMONS HOCKEY PROJECT	101	43710	2240			\$37.36	\$37.36
MIDWAY FORD	PARTS FOR UNIT 606	701	46500	2220			\$28.88	\$28.88
MIDWAY FORD	PARTS FOR 601	701	46500	2220			\$231.77	\$231.77
MIDWEST LOCK & SAFE INC	AAB20 SEQ 12-14/AAB25 SEQ 12-13 KEYS	101	40210	2180			\$74.81	\$74.81
MINNCOR INDUSTRIES	OFFICE SUPPLIES	101	44100	2010			\$578.20	\$578.20
MTI DISTRIBUTING, INC	STEERING VALVE FOR 580D	701	46500	2220			\$605.12	\$605.12
MYERS TIRE SUPPLY COMPANY-MPLS	TIRE SUPPLIES	701	46500	2230			\$135.78	\$135.78
MYERS TIRE SUPPLY COMPANY-MPLS	TIRE SUPPLIES	701	46500	2230			\$91.64	\$91.64
NAPA AUTO PARTS	TOOLS	701	46500	2400			\$1.17	\$1.17
NAPA AUTO PARTS	PARTS FOR VAC-CON	701	46500	2220			\$18.20	\$18.20
NAPA AUTO PARTS	STARTING FLUID	701	46500	2130			\$3.42	\$3.42
NAPA AUTO PARTS	PARTS FOR GATOR 1	701	46500	2220			\$4.26	\$4.26
NPELRA	2012 ANNUAL MEMBERSHIP DUES	101	40210	4330			\$150.00	\$150.00
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40500	2010			\$52.89	\$220.87
		101	40200	2010			\$61.74	
		225	43530	2170			\$16.44	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
		220	43800	2010			\$27.08	
		210	42750	3390			\$62.72	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40500	2010			\$14.70	
		101	40200	2010			\$14.71	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010			\$5.97	
		101	40500	2010			\$157.67	\$163.64
OFFICE DEPOT	PRESCHOOL SUPPLIES	225	43555	2170			\$27.89	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40500	2010			\$97.23	\$97.23
OFFICE DEPOT	PRESCHOOL SUPPLIES	225	43555	2170			\$23.11	\$23.11
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	225	43400	2180			\$31.36	\$31.36
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010			\$93.42	\$93.42
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010			\$33.00	\$87.00
		210	42750	3390			\$54.00	
ONE WAY BUILDING SERVICES, INC	LIFELINE	601	45050	3190			\$1,445.00	\$1,445.00
OPTUMHEALTH FINANCIAL SERVICES	SEPT COBRA ADMIN FEE/RETIREEES/GEN NOTICE	101	40210	3190			\$52.60	
ORIENTAL TRADING COMPANY	HALLOWEEN HOOPLA	225	43580	2172			\$409.25	\$409.25
PIONEER RIM & WHEEL CO.	PARTS FOR 580D	701	46500	2220			\$21.08	\$21.08
PLAISTED COMPANIES, INCORPORAT	RIP RAP FOR PONDS	603	45850	2180			\$922.41	\$922.41
PLUMBMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240			\$382.45	\$382.45
PRESS PUBLICATIONS	LEGAL NOTICE	101	40200	3360			\$31.05	\$31.05
PRESS PUBLICATIONS	LEGAL NOTICE	101	40200	3360			\$12.08	\$12.08
PRESS PUBLICATIONS	LEGAL NOTICE	101	40200	3360			\$43.13	\$43.13
S PUBLICATIONS	LEGAL NOTICE	101	40200	3360			\$72.45	\$72.45
PRESS PUBLICATIONS	LEGAL NOTICE	101	40200	3360			\$17.25	\$17.25
QUALITY FLOW SYSTEMS INC	RENTAL OF PUMP NO CARLSON	602	45550	3190			\$641.25	\$641.25
RAK CONSTRUCTION, INC.	SITZER CONCESSION FINAL PAYMENT	405	43710	5300			\$10,107.00	\$10,107.00
RAMSEY CONSERVATION DISTRICT	EROSION AND SEDIMENT CONTROL INSPECTION	603	45850	3190			\$1,127.07	\$1,127.07
RAMSEY COUNTY PROPERTY RECORDS	EMERGENCY COMMUNICATION RADIO USER FEE	701	46500	4330			\$192.64	\$192.64
RAMSEY COUNTY PROPERTY RECORDS	911 SERVICES - SEPTEMBER 2011	101	41100	3198			\$6,937.86	\$6,937.86
RAMSEY COUNTY PROPERTY RECORDS	FLEET SUPPORT FEE - SEPTEMBER	101	41500	3890			\$35.84	\$35.84
RAMSEY COUNTY PROPERTY RECORDS	LAW ENFORCEMENT SERVICES-OCTOBER 2011	101	41100	3190			\$147,459.66	\$147,459.66
RAMSEY COUNTY TREASURER	ROAD STRIPING ENTIRE CITY FOR 2011	101	42200	3190			\$15,624.38	\$15,624.38
REASON COMPUTER INC	PC FOR CONF ROOM DISPLAY	422	40550	5800			\$1,604.72	
REHBEIN'S BLACK DIRT	BLACK DIRT	603	45850	2180			\$76.95	\$76.95
REHBEIN'S BLACK DIRT	BLACK DIRT	603	45850	2180			\$76.95	\$76.95
RICK JOHNSON DEER AND BEAVER I	DEAD DEER REMOVAL	101	42200	3190			\$115.00	\$115.00
ROSEDALE CHEV	PARTS FOR UNIT 305	701	46500	2220			\$34.68	\$34.68
RSCEQUIPMENT RENTAL	POOL SHUTDOWN LIFT RENTAL	220	43800	3950			\$2,502.43	\$2,502.43
SCHARBER & SONS	PARTS FOR GATOR 1	701	46500	2220			\$390.31	\$390.31
SCHREIBER MULLANEY CONSTRCT CO	REPAIRS TO COLUMN IN POOL	220	43800	3810			\$890.00	\$890.00
SCHREIBER MULLANEY CONSTRCT CO	REPLACEMENT POOL LOCKER ROOM COUNTERS	405	43800	3810			\$16,890.00	\$16,890.00
SCHREIBER MULLANEY CONSTRCT CO	CITY HALL WALL REPAIRS	405	40800	3810			\$19,534.00	\$19,534.00
SIGNATURE AQUATICS, INC	DOWN PAYMENT ON POOL PAD REPAIRS	220	43800	2240			\$2,565.00	\$2,565.00
SIGNATURE AQUATICS, INC	WHIRLPOOL FILTER PROJECT CC	405	43800	3810			\$10,489.82	\$10,489.82
SIGNATURE AQUATICS, INC	WHIRLPOOL FILTER PROJECT CC	405	43800	3810			\$5,293.52	\$5,293.52
SIGNATURE AQUATICS, INC	WHIRLPOOL FILTER PROJECT CC	405	43800	3810			\$21,233.62	\$21,233.62
SIGNATURE AQUATICS, INC	REPLACEMENT FLOW METERS POOL	220	43800	3810			\$4,159.40	\$4,159.40
SIGNATURE AQUATICS, INC	REPLACEMENT PUMP POOL PUMP ROOM	220	43800	2240			\$1,015.31	\$1,015.31
JEFF LLC	FALL2011 TAEKWONDO SESS.A CONTRACTORFEES	225	43530	3190			\$2,935.40	\$2,935.40
T.A. SCHIFSKY & SONS, INCORPOR	ASPHALT	101	42200	2180			\$891.46	\$891.46
TESSMAN SEED CO	INSECTICIDE FOR GRUB CONTROL IN TURF	101	43710	2260			\$532.25	\$532.25

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
TESSMAN SEED CO	INSECTICIDE FOR GRUB CONTROL IN TURF	101	43710	2260			\$775.93	\$775.93
TIM BALLMAN	PERMIT LICENSE CHECK REFUND 2011-01528	101	34850				\$5.00	\$5.00
TKE CORP	ELEVATOR SERVICE FEE	220	43800	3190			\$949.51	\$949.51
TOUSLEY FORD. INC	PARTS FOR UNIT 206	701	46500	2220			\$38.31	\$38.31
TRANSPORTATION SUPPLIES INC	SHOP TOOLS	701	46500	2400			\$484.89	\$484.89
TRI STATE BOBCAT, INC.	PARTS FOR BOB-CAT	701	46500	2220			\$141.63	\$141.63
TWINSOURCE	GLOVES	101	43710	2180			\$37.37	\$37.37
UNITED GLASS INC	REPAIR SUPPLIES CC	220	43800	2240			\$117.84	\$117.84
UPPER MIDWEST ATHLETIC CONSTRU	SHAMROCK PARK TENNIS COURT PROJECT	405	43710	3810			\$25,870.00	\$25,870.00
VOICE + DATA NETWORKS	BATTERIES FOR HEADSET	101	40550	2010			\$80.46	\$80.46
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180			\$76.63	\$76.63
YALE MECHANICAL INC	INSTALL MOSS FILTER MECHANICAL ROOM	220	43800	3810			\$1,148.74	\$1,148.74
YALE MECHANICAL INC	INSTALL OF WHIRLPOOL BOILER	405	43800	3810			\$6,296.84	\$6,296.84
YALE MECHANICAL INC	INSTALL OF HVAC CONTROLS POOL PUMP ROOM	220	43800	3810			\$3,571.81	\$3,571.81
YALE MECHANICAL INC	POOL AHU CONTRACT MAINTENANCE	220	43800	3190			\$1,902.02	\$1,902.02
YALE MECHANICAL INC	REPAIRS TO PAVILION HEATING	101	43710	3810			\$1,367.05	\$1,367.05
ZIEGLER, INCORPORATED	PARTS FOR UNIT 203	701	46500	2220			\$103.97	\$103.97
ZIEGLER, INCORPORATED	PARTS FOR CAT 287B	701	46500	2220			\$742.71	\$742.71
							Total of all invoices:	\$355,455.79

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	23,768	Tim Boehlke will pick up check
Vendor number	00374 2	2011
Vendor name	LAKE JOHANNA FIREFIGHTER'S RELIEF	
Address	ASSOCIATION 5545 LEXINGTON AVENUE N SHOREVIEW MN 55126	

Date	Comment line on check	Invoice number	Amount
10-01-11	2011 STATE FIRE AID	18901A262122F1	\$185,168.00

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

☐ Purchase was made through the state's cooperative purchasing venture.

☐ Purchase was made through another source. The state's cooperative purchasing venture was considered.

☒ Cooperative purchasing venture consideration requirement does not apply.

Return to:	
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Account Coding	Amount
100 19999	\$185,168.00

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: <u>Fred Espe</u> (signature required) Fred Espe	
Approved by: <u>Terry Schwerm</u> (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	23,897
Vendor number	01337 2
Vendor name	RAMSEY COUNTY PROPERTY RECORDS/REV 2011
Address	90 PLATO BLVD W. PO BOX 64097 ST. PAUL MN 55164-0097

Date	Comment line on check	Invoice number	Amount
10-07-11	LAW ENFORCEMENT SERVICES-OCTOBER 2011	SHRFL-001085	\$147,459.66

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

☐ Purchase was made through the state's cooperative purchasing venture.

☐ Purchase was made through another source. The state's cooperative purchasing venture was considered.

☒ Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
101 41100 3190	\$147,459.66

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: <u>Terri Hoffard</u> (signature required) Terri Hoffard	
Approved by: <u>Terry Schwerm</u> (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

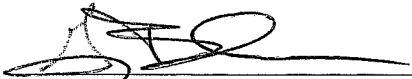

Vendor number	01265 1
Vendor name	SIGNATURE AQUATICS, INC
Address	PO BOX 679 DELANO, MN 55328

Voucher	Date	Comment line on check	Invoice number	Account coding	Amount
23,756	09-23-11	WHIRLPOOL FILTER PROJECT CC	1177	405 43800 3810	\$21,233.62
23,754	09-23-11	WHIRLPOOL FILTER PROJECT CC	1182	405 43800 3810	\$10,489.82
23,755	09-23-11	WHIRLPOOL FILTER PROJECT CC	1178	405 43800 3810	\$5,293.52
Total:					\$37,016.96

SIGNATURE AQUATICS \$ 37,830
AQUA LOGIC \$ 31,600

AQUA LOGIC BID UNDERSIZED
HEATER & CHEMICAL CONTROLLER

NO GOVERNMENT CONTRACTS
AVAILABLE FOR WHIRLPOOL FILTER SYSTEMS

Is sales tax included on invoice?	Included
If no, amount subject to sales use tax	\$
<p>Reviewed by:  (signature required) Gary Chapman</p> <p>Approved by:  (signature required) Terry Schwerm</p>	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	23,845
Vendor number	02003 1 2011
Vendor name	UPPER MIDWEST ATHLETIC CONSTRUCTION
Address	DIV OF BLACKTOP REPAIR SERVICES INC 16340 NOWTHEN BLVD ANOKA, MN 55303

Date	Comment line on check	Invoice number	Amount
09-30-11	SHAMROCK PARK TENNIS COURT PROJECT	3374	\$25,870.00

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

☐ Purchase was made through the state's cooperative purchasing venture.



☒ Purchase was made through another source. The state's cooperative purchasing venture was considered.

☒ Cooperative purchasing venture consideration requirement does not apply.

Account Coding

Amount

405 43710 3810	\$25,870.00

Is sales tax included on invoice?	Included
If no, amount subject to sales use tax	\$
Reviewed by:  (signature required) Gary Chapman	
Approved by:  (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	UPPER MIDWEST ATHLETIC CONST.	\$ 25,870.00
Quote 2	LEE SPORTS SURFACING	\$ 36,275.00
Explanation if no quote received		

**PROPOSED MOTION
APPROVE MINOR SUBDIVISION**

MOVED BY COUNCIL MEMBER _____

SECONDED BY COUNCIL MEMBER _____

To approve the minor subdivision application for 5108 Lexington Avenue, and to authorize execution of the Development Agreements, subject to the following conditions:

1. The minor subdivision shall be in accordance with the plans submitted, prepared by E. G. Rud and dated August 25, 2011.
2. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City will endorse deeds for recording. The fee will be 4% of the fair market value of the property, with credit given for the existing residence.
3. Public easements for drainage and utility shall be conveyed to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
4. Municipal water and sanitary sewer service shall be provided to both lots.
5. Access for the future house on Parcel A shall be from Kimberly Lane only. Direct access onto Lexington Avenue is prohibited.
6. The subdivision and future construction on Parcel A is subject to the permitting requirements of the Rice Creek Watershed District (RCWD), and no City permits shall be issued prior to approvals by the RCWD.
7. The applicants shall enter into a Development Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording.
8. Any work within the Lexington Avenue right-of-way is subject to the permitting authority of Ramsey County.
9. Tree removal requires replacement trees per City Code. City requirements for the tree removal and protection plan shall be detailed in the Development Agreement.
10. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.

This recommendation for approval of the Minor Subdivision is based on the following findings of fact:

1. The subdivision is consistent with the policies of the Comprehensive Plan and in compliance with the regulations of the Development Code.
2. The proposed lots conform to the adopted City standards for standard riparian lots.
3. Municipal water and sanitary sewer service are available for each proposed parcel.

ROLL CALL: **AYES** _____ **NAYS** _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular City Council Meeting
October 17, 2011

TO: Mayor, City Council, City Manager

FROM: Rob Warwick, Senior Planner

DATE: October 12, 2011

SUBJECT: Minor Subdivision: Tor Unstad, 5108 Lexington Avenue, File No. 2427-11-21

INTRODUCTION AND PROJECT DESCRIPTION

Tor Unstad has applied for a minor subdivision of the property located at 5108 Lexington Avenue. The proposal would create one new lot for development with a future detached single-family residence.

The 0.86 acre property is currently developed with a detached single family residence, attached garage, driveway and fence. The property is located in the R1, Detached Residential District. The applicant proposes to divide the property into two parcels, retaining the existing dwelling on a resulting 0.5 acre parcel (Parcel B). The second parcel (Parcel A) is a 0.36 acre lot for the future development of a new single family house.

Both resulting parcels have frontage on Kimberly Lane, an unimproved public street. Proposed Parcel A is a corner lot with frontage on both Lexington Avenue and Kimberly Lane.

The application was complete September 9, 2011.

BACKGROUND

The existing lot is legally described as Lot 1, Block 1, Unstad Addition. The Unstad Addition was platted in 1973 and originally included two riparian lots (5110 and 5114 Lexington) and the non-riparian lot that is now proposed for subdivision.

Kimberly Lane was dedicated to the public on that plat. The street runs east from Lexington with a 25-foot width, then turns south to the boundary of the plat. The north/south street segment has a 50-foot ROW width. The street was required with the 1973 plat to provide for potential future development of the large lots to the south. Since that time, the majority of the properties to the south have been zoned RE, Residential Estate District, and there has been no extension of the street. The 25-foot width on the east west street segment was based on anticipated future subdivision of property to the north, at which time the remaining ROW half-width would be dedicated to the public.

DEVELOPMENT ORDINANCE REQUIREMENTS

Minor subdivisions require review by the Planning Commission and approval by the City Council, and are reviewed in accordance with subdivision and zoning district standards of the Development Regulations.

The City's subdivision standards require all lots to front on a publicly dedicated right-of-way. Municipal sanitary sewer and water service must be provided to the new lots. The standards also require 5-foot public drainage and utility easements along side property lines, and 10-feet along front and rear lines. Public drainage easements are also required over watercourses, drainages or floodways, as applicable.

The property is zoned R-1, Detached Residential. In this district, minimum lot standards are a lot area of 10,000 square feet, a 75-foot width for interior lots and a 90-foot width for corner lots, and a depth of 125 feet.

Structure setbacks are a minimum of 30-feet from lot lines abutting a street right-of-way, except a minimum 40-foot setback is required from arterial streets including Lexington Avenue. The minimum rear setback is 30-feet and a minimum 10-foot setback is required from side lot lines.

STAFF REVIEW

As shown below, the proposed parcels exceed the minimum lot requirements specified in the Development Regulations.

	Requirement	Parcel B (Existing House)	Parcel A (Vacant)
Area	10,000 sf	22,299 sf	15,750 sf
Width	75 feet	125 feet	125 feet
Depth	125 feet	179 feet	126 feet

Lot Configuration

The existing lot is bounded by public streets on three sides. Each resulting lot will be a corner lot. For corner lots, the lesser street frontage is the defined front lot line. The existing house on Parcel B will retain the east line on Kimberly as the front, and the west line as the rear. Parcel A will have the front lot line abutting Lexington Avenue, and the east lot line will be the rear. This matches the two resulting rear lot lines for Parcels A and B, and they each share a common side lot line with the property to the south at 5100 Lexington Avenue. This lot configuration complies with the City Code.

The existing house on proposed Parcel B is setback more than 65 feet from the proposed common rear lot line, exceeding the 30-foot required minimum rear setback. The future house constructed on Parcel A is required to be setback 40-feet from Lexington Avenue, the west lot line; 30-feet from Kimberly Lane, a side lot line abutting a street; and 30-feet from the rear, the east lot line. A minimum 10-foot setback is required from the side lot line on the south. The resulting building pad is 56 by 85 feet (4,760 square feet), which is a large buildable area.

Municipal Services

Both resulting parcels have the required frontage on a public street and access to municipal sewer and water. A new water service will be required for the future house on Parcel A, and municipal water is located in Kimberly Lane. The municipal sanitary sewer line runs near the shore of Turtle Lake. A sewer extension that was installed to serve 5108 and 5128 Lexington will also provide service for the future house on proposed Parcel A. Sanitary sewer service will require a private service extending along Kimberly Lane to the manhole located in the ROW at the NW corner of 5114 Lexington. The manhole is not deep and so a private sewage pump will be necessary for the future house to pump sewage to the sanitary main.

Access

Access is provided to the existing three lots that comprise the Unstad addition via the 25-foot wide Kimberly Lane, which these property owners have improved with an asphalt driveway. The Development Agreement will address restoration of Kimberly Lane due to construction impacts.

As a condition of approval, staff recommends access for proposed Parcel A only from Kimberly Lane, and prohibiting direct access onto Lexington Avenue.

Trees

The plan does not propose construction, only subdivision for anticipation construction. Parcel A includes large conifers and oaks. Tree impacts cannot be fully evaluated until the house layout is complete and a building permit application is submitted for Parcel A. Removal of landmark trees requires replacements based on the area of the lot. Here, one replacement tree is required for each landmark tree removed from Parcel A. Tree protection for retained trees will also be evaluated with the future building permit application, and typically includes a combination of wood chips and protective fencing around the drip edge of protected trees. The Development Agreement will address tree removal and protection.

Development Agreements

Staff has prepared Development Agreements (see attached) for the subdivision and the construction of a future house on Parcel A for review and approval of the Council.

PLANNING COMMISSION

The Planning Commission reviewed the application at their September 27, 2011 meeting. The Commission discussed the zoning in the area, confirming that the adjacent properties are all located in the R-1 District. The provision of sanitary sewer was also confirmed, with discussion on the private pump and sewer pipes needed for the future house to connect to the City sanitary sewer. The Planning Commission recommended approval of the minor subdivision to the City Council unanimously (7-0).

PUBLIC COMMENT

Property owners within 350 feet were notified of the request. One resident called to express no concerns with the proposed subdivision. No written comments have been submitted.

AGENCY COMMENT

Lexington Avenue is under the jurisdiction of Ramsey County. While no work is anticipated within the arterial ROW, a condition is recommended in order to advise a future contractor of the County permitting requirements for any work located within the Lexington Avenue right-of-way.

Staff from the Rice Creek Watershed District identify the new lot is tributary to Marsden Lake. Applicable permits from the RCWD are required for the construction of a future house on Parcel A. See the attached comment.

STAFF RECOMMENDATION

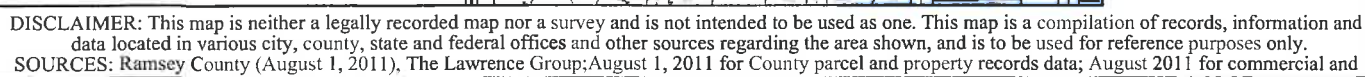
The minor subdivision application has been reviewed in accordance with the standards of the Development Regulations and found to be in compliance with the adopted City standards. Staff recommends the Planning Commission recommend approval of the minor subdivision to the City Council, subject to the following conditions:

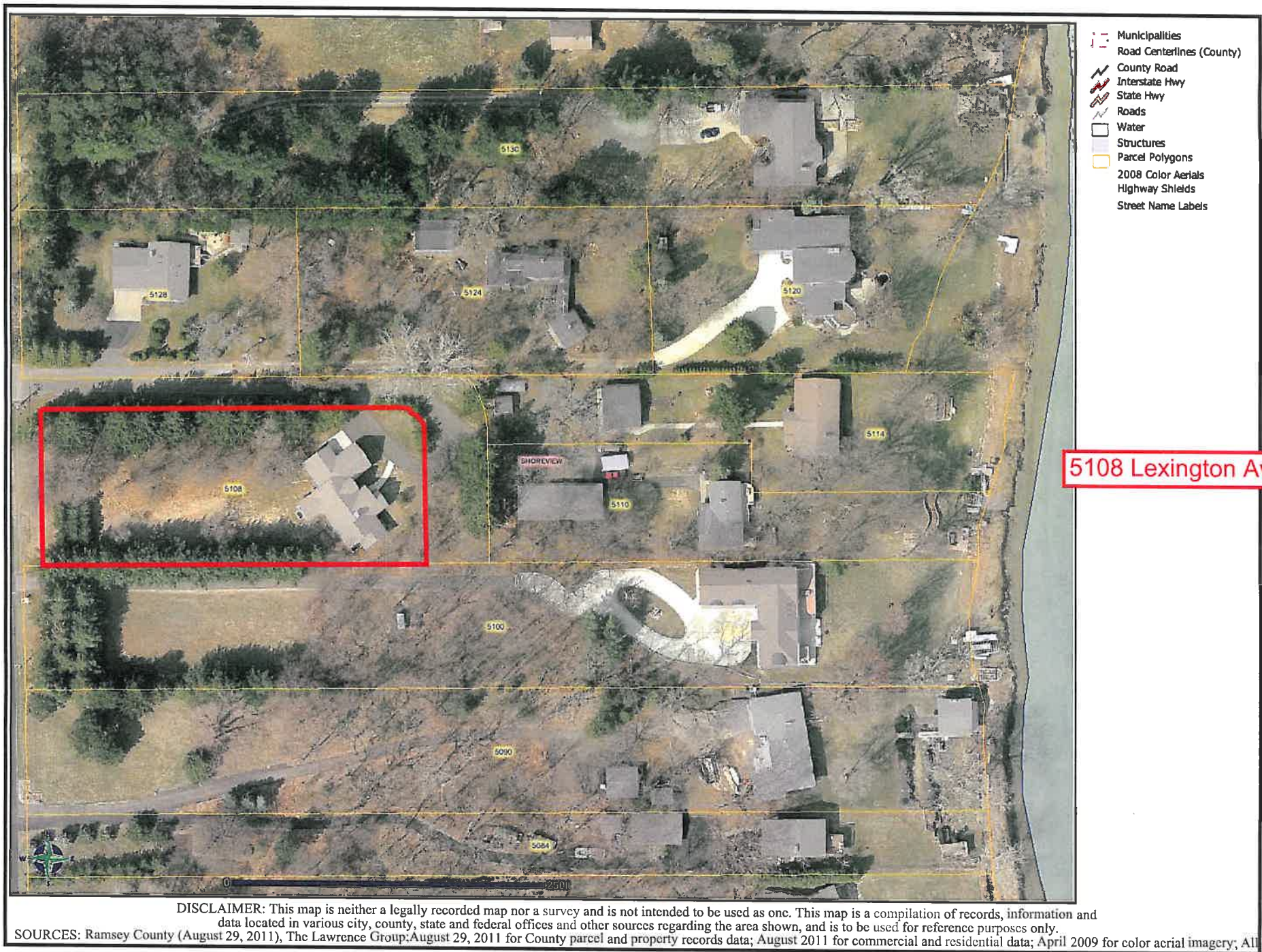
1. The minor subdivision shall be in accordance with the plans submitted, prepared by E. G. Rud and dated August 25, 2011.
2. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City will endorse deeds for recording. The fee will be 4% of the fair market value of the property, with credit given for the existing residence.
3. Public easements for drainage and utility shall be conveyed to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
4. Municipal water and sanitary sewer service shall be provided to both lots.
5. Access for the future house on Parcel A shall be from Kimberly Lane only. Direct access onto Lexington Avenue is prohibited.

6. The subdivision and future construction on Parcel A is subject to the permitting requirements of the Rice Creek Watershed District (RCWD), and no City permits shall be issued prior to approvals by the RCWD.
7. The applicants shall enter into a Development Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording.
8. Any work within the Lexington Avenue right-of-way is subject to the permitting authority of Ramsey County.
9. Tree removal requires replacement trees per City Code. City requirements for the tree removal and protection plan shall be detailed in the Development Agreement.
10. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.

Attachments:

- 1) Location Map
- 2) Site Aerial Photo
- 3) Submitted Plans
- 4) Response to Request for Comment
- 5) Development Agreements
- 6) Motion





Tor Unstad

5108 Lexington Ave N
Shoreview, MN 55126

Department of Community Development
City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126

8-1-11

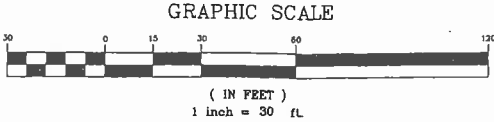
The proposed subdivision of the property at 5108 Lexington Ave N (Lot 1, Block 1, Unstad Addition Ramsey County, MN) from one lot to two is intended to create a new lot for a residential building site.

Tor Unstad

MINOR SUBDIVISION

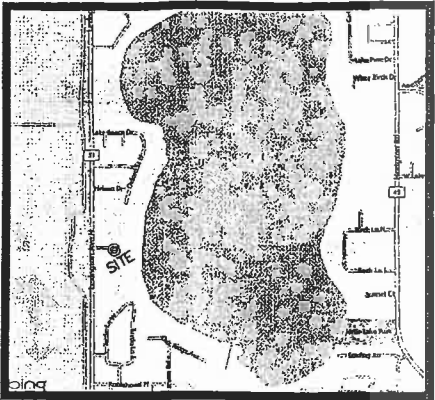
~for~ TOR UNSTAD
~of~ 5108 LEXINGTON AVENUE NORTH
SHOREVIEW, MN 55126

(11x17 REDUCTION SCALES 1"=60')



NORTH

VICINITY MAP
PART OF SEC. 11, TWP. 30, RNG. 23



CITY OF SHOREVIEW
RAMSEY COUNTY, MINNESOTA
(NO SCALE)

EXISTING PROPERTY DESCRIPTION:

Lot 1, Block 1, UNSTAD ADDITION, Ramsey County, Minnesota,

PROPOSED DRAINAGE & UTILITY EASEMENT DESCRIPTION:

A perpetual easement for drainage and utility purposes over, under and across the east 20 feet of the west 136 feet of Lot 1, Block 1, UNSTAD ADDITION, Ramsey County, Minnesota,

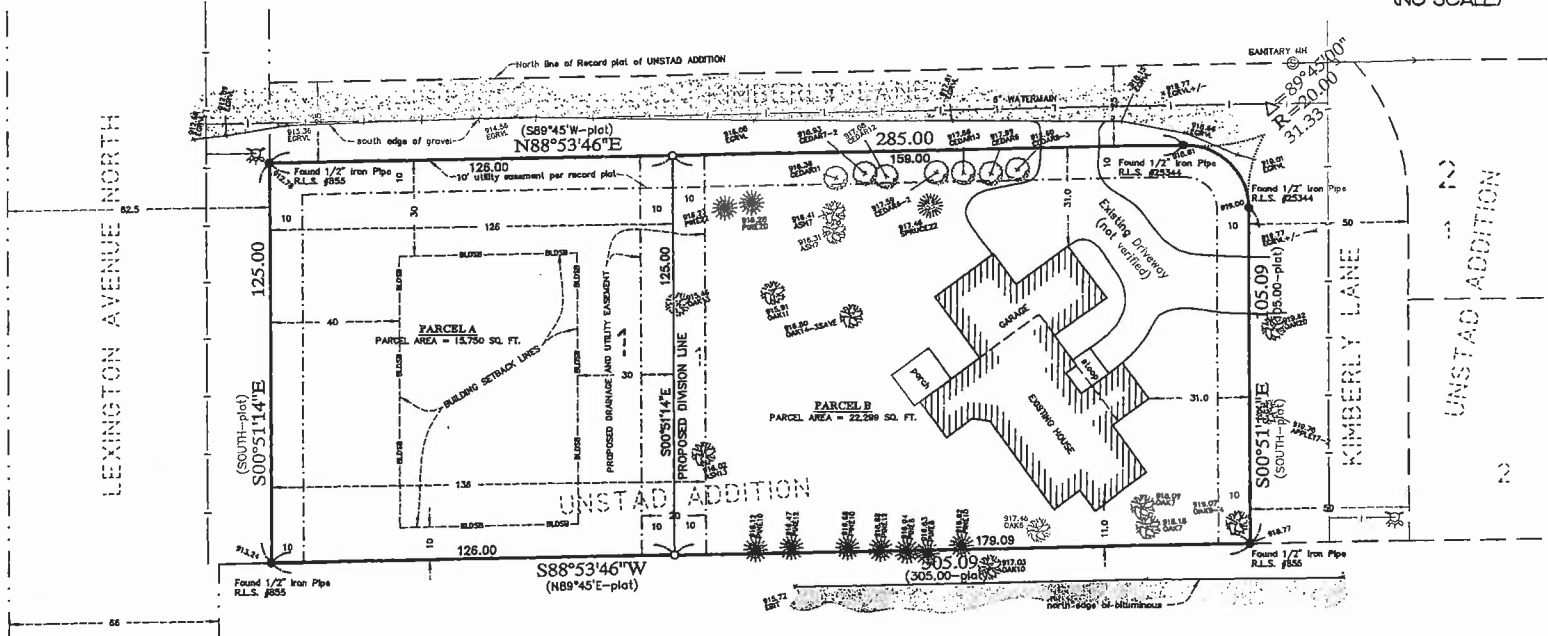
PROPOSED PROPERTY DESCRIPTION:

PARCELA
The west 126 feet of Lot 1, Block 1, UNSTAD ADDITION, Ramsey County, Minnesota. Subject to easements of record.

PARCEL B
That part of Lot 1, Block 1, UNSTAD ADDITION, Ramsey County, Minnesota, lying east of the west 126 feet thereof. Subject to easements of record.

NOTES

- Bearings shown are on an assumed datum.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- No field survey was completed for the preparation of this Minor Subdivision. All field information shown on this survey is from a previous survey of the property in March 2005.
- This property is currently zoned R-1 (Detached Residential). Both proposed parcels meet the minimum lot requirements for this zoning district.
- There are trees on proposed Parcel A that have not been located.



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Daniel W. Obermiller
DANIEL W. OBERMILLER

Date: 8/25/11 License No. 25341

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT TO BE SET, MARKED RLS# 25341

DRAWN BY: BAB	JOB NO: 11404MS	DATE: 8/23/11
CHECK BY: DWO	SCANNED <input type="checkbox"/>	
1	8/25/11	ADD UTILITIES
2		
3		
NO.	DATE	DESCRIPTION
BY		

S:\rud\CAD\11pro\111404ms.dwg 8/25/2011 3:26:35 PM CDT

ROBERT WARWICK - RE: 5108 Lexington Ave. - Subdivision (RCWD File # 11-057R)

From: Kyle Axtell <KAxtell@ricecreek.org>
To: ROBERT WARWICK <rwarwick@SHOREVIEWMN.GOV>
Date: 9/13/2011 2:46 PM
Subject: RE: 5108 Lexington Ave. - Subdivision (RCWD File # 11-057R)

Robert,

Considering that no development of the proposed lot is planned at this time, the RCWD will defer regulation until such a time as the lot is proposed to be developed. While the parcel size is small, it is within 1000 feet of Marsden Lake and development would trigger RCWD Rule C and D. A desktop review of the site and personal knowledge of the area indicate that there are no wetlands or floodplain areas on the proposed parcel, so there is no need to consider these issues through RCWD's permit process at the time of the lot split.

Again, construction on the new lot will require a RCWD permit at the time of development.

Kyle Axtell
Water Resource Specialist
Rice Creek Watershed District
4325 Pheasant Ridge Dr. NE #611
Blaine, MN 55449-4539
P: (763) 398-3072
F: (763) 398-3088
E: kaxtell@ricecreek.org

From: ROBERT WARWICK [mailto:rwarwick@SHOREVIEWMN.GOV]
Sent: Tuesday, September 13, 2011 1:09 PM
To: Joseph Lux; Rick CURRENT; Kyle Axtell
Subject: 5108 Lexington Ave. - Subdivision

The owner of 5108 Lexington Ave has applied to the City of Shoreview to subdivide the property into two lots. See the attached location map, submitted plan and comment form.

The existing house will remain on the east lot; while the second lot will be offered as a building site for a new detached single family house.

The property is non-riparian, but in the Shoreland District of Turtle Lake. The property is located in the R-1 Detached Residential District and the resulting lots comply with the dimensional lot standards for that district.

Kimberly Lane is a dedicated public street, but is not improved or maintained by the City. The existing asphalt drive was installed by the property owners.

Public water and sanitary sewer are available for the new lot.

SHOREVIEW PLANNING COMMISSION - SEPTEMBER 27, 2011

NEW BUSINESS

MINOR SUBDIVISION

FILE NO.: 2428-11-21
APPLICANT: TOR UNSTAD
LOCATION: 5108 LEXINGTON AVENUE NORTH

Presentation by Senior Planner Rob Warwick

This application is to subdivide the property into two lots. The property consists of 0.86 acre. One lot would contain the existing home; the second would be developed as a detached single-family residence. Both parcels would front on Kimberly Lane, which is an unimproved public street. Kimberly Lane has a right-of-way of 25 feet running east and west and a full 50-foot right-of-way on the segment running north and south. The street was dedicated in 1973 for the potential subdivision of nearby large lots. However, further development has not occurred.

The subject property is a corner lot that is 125 feet wide and 305 feet deep developed with a two-story home, attached garage and driveway. After subdivision, Parcel B with the existing improvement would be 125 feet wide and 179 feet deep; Parcel A would be 125 feet wide and 126 feet deep. The proposed lots conform with the R-1 Detached Residential District standards. The front of Parcel A will be the west lot line on Lexington Avenue.

The existing house complies with setback requirements once the subdivision takes place. The future house on Parcel A will be required to be 40 feet from the front lot line on Lexington, 30 feet from the rear lot line, 30 feet from the east lot line and 10 feet from the west lot line. This leaves a building pad of approximately 56 by 85 feet, or 4,760 square feet. Public utilities are available. Access to the two properties will be from Kimberly Lane.

Parcel A contains large oak and conifer trees. The impact of tree removal will be evaluated with building permit applications. Replacement is required at a ratio of 1:1. Tree removal will be addressed in the Development Agreement.

Property owners within 350 feet were notified of the application. One call was received with no objection. No written comments have been received. A permit is required from the Rice Creek Watershed District. Any work done in the right-of-way of Lexington Avenue must have required permits from Ramsey County.

Staff recommends approval with the requirement that Parcel A have access from Kimberly Lane and subject to the conditions included in the staff report.

Commissioner Solomonson asked if the zoning for the large properties to the north and south is RE (Residential Estate). Mr. Warwick stated that the property immediately south is in the R1

SHOREVIEW PLANNING COMMISSION - SEPTEMBER 27, 2011

District. South of that property is a block of properties in the RE District. All properties to the north are in the R1 District.

Commissioner Mons asked for clarification regarding a private sewer system. Mr. Warwick explained that immediately north at 5128, there is a private sewer line that runs to the manhole further east, which drains into the sanitary sewer system. The house on Parcel B also has a private sewer line that runs to that sanitary manhole. The manhole is shallow and not deep enough to use gravity. This means that Parcel A will have to have its own private line with a sewage pump.

Commissioner Proud suggested that this development presents an opportune time for more right-of-way to be granted to the City to increase the 25-foot segment of Kimberly Lane. Mr. Warwick responded that right-of-way for the south leg of Kimberly Lane was granted with the Unstad development. Right-of-way for the north leg would be conveyed with further development of property to the north, which has not happened. The Public Works Department sees no reason to increase the right-of-way at this time given the lot characteristics.

Mr. Tor Unstad, 5108 Lexington, Applicant, explained the private sewer system. The house at 5128 used to have a septic system. When he built his own house, there was no sewer. The elevation rises to an existing manhole at 5114 Lexington. He paid to have the sewer extended 75 feet west so he could access it by gravity from his own house. The owner at 5128 then decided to have a private lift station to pump into the same manhole. That is the reason for the private pump at 5128 and his private extension to the manhole.

MOTION: by Commissioner Mons, seconded by Commissioner Wenner to recommend the City Council approve the minor subdivision application submitted by Tor Unstad for 5108 Lexington Avenue, subject to the following conditions:

1. The minor subdivision shall be in accordance with the plans submitted, prepared by E. G. Rud and dated August 25, 2011.
2. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City will endorse deeds for recording. The fee will be 4% of the fair market value of the property, with credit given for the existing residence.
3. Public easements for drainage and utility shall be conveyed to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
4. Municipal water and sanitary sewer service shall be provided to both lots.
5. Access for the future house on Parcel A shall be from Kimberly Lane only. Direct access onto Lexington Avenue is prohibited.
6. The subdivision and future construction on Parcel A is subject to the permitting requirements of the Rice Creek Watershed District (RCWD), and no City permits shall be issued prior to approvals by the RCWD.

SHOREVIEW PLANNING COMMISSION - SEPTEMBER 27, 2011

7. The applicants shall enter into a Development Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording.
8. Any work within the Lexington Avenue right-of-way is subject to the permitting authority of Ramsey County.
9. Tree removal requires replacement trees per City Code. City requirements for the tree removal and protection plan shall be detailed in the Development Agreement.
10. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.

This recommendation for approval of the Minor Subdivision is based on the following findings of fact:

1. The subdivision is consistent with the policies of the Comprehensive Plan and in compliance with the regulations of the Development Code.
2. The proposed lots conform to the adopted City standards for standard riparian lots.
3. Municipal water and sanitary sewer service are available for each proposed parcel.

VOTE: Ayes - 7 Nays - 0

Chair Feldsien called a five-minute break and reconvened the meeting.

PUBLIC HEARING - PLANNED UNIT DEVELOPMENT - DEVELOPMENT STAGE/REZONING/PRELIMINARY PLAT/COMPREHENSIVE SIGN REVIEW

FILE NO.: 2429-11-22
APPLICANT: CITY & COUNTY CREDIT UNION
LOCATION: RED FOX ROAD & LEXINGTON AVENUE

City Attorney Filla stated that he has an affidavit indicating that proper notice has been given and the public hearing is in order.

Presentation by City Planner Kathleen Nordine

Four applications have been submitted: 1) rezone from Urban Underdeveloped (UND) to Planned Unit Development (PUD); 2) preliminary plat to subdivide the property into four parcels; 3) PUD Development Stage review; and 4) Comprehensive Sign Plan. The property consists of 6.6 acres. Adjacent land uses are commercial and Island Lake Golf Course owned by Ramsey County.

Rezoning

The proposal is to develop a mixed use retail center of 10,034 square feet in size with multi tenants; a specialty market of 14,000 square feet; and a commercial building of 3,800 square feet. This development would be done in phases with the initial phase beginning this fall. The PUD

**SUBDIVISION AGREEMENT
TOR UNSTAD
5108 LEXINGTON AVENUE**

1.0 THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the “City”) and Tor Unstad, his successors and assigns (hereinafter the “Developer”).

2.0 On October 17, 2011 the City gave approval to subdivide certain property located within the City and described as follows (hereinafter the “subject property”)

*Lot 1, Block 1 UNSTAD ADDITION, Ramsey County, Minnesota
(commonly known as 5108 Lexington Avenue)
Property Identification Number 11-30-23-33-0012*

Which when subdivided will be legally described as:

*Parcel A: The west 126 feet of Lot 1, Block 1, Unstad Addition, Ramsey County, Minnesota.
Subject to easements of record.*

*Parcel B: That part of Lot 1, Block 1, Unstad Addition, Ramsey County, Minnesota, lying east of
the west 126 feet thereof. Subject to easements of record.*

3.0 Pursuant to City Ordinances, the Developer is required:

- A. To make certain improvements to the subject property.
- B. To provide the City with a form of surety, approved by the City’s Attorney, insuring completion of any required improvements which remain incomplete at the time of the Developer’s request for final approval.
- C. To make a public land dedication to the City or, in lieu thereof at the discretion of the City Council, to make a cash equivalent payment prior to recording the deeds for the parcels.
- D. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

4.0 The approval of the City’s council was subject to the terms and conditions contained herein, and the following conditions as approved by the City Council on October 17, 2011:

- 1. The minor subdivision shall be in accordance with the plans submitted, prepared by E. G. Rud and dated August 25, 2011.
- 2. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City will endorse deeds for

recording. The fee will be 4% of the fair market value of the property, with credit given for the existing residence.

3. Public easements for drainage and utility shall be conveyed to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
4. Municipal water and sanitary sewer service shall be provided to both lots.
5. Access for the future house on Parcel A shall be from Kimberly Lane only. Direct access onto Lexington Avenue is prohibited.
6. The subdivision and future construction on Parcel A is subject to the permitting requirements of the Rice Creek Watershed District (RCWD), and no City permits shall be issued prior to approvals by the RCWD.
7. The applicants shall enter into a Development Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording.
8. Any work within the Lexington Avenue right-of-way is subject to the permitting authority of Ramsey County.
9. Tree removal requires replacement trees per City Code. City requirements for the tree removal and protection plan shall be detailed in the Development Agreement.
10. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.

5.0 Terms and Conditions. In compliance with the requirements of the City's Development Regulations; in compliance with the City Council's conditions of approval; and in consideration of the undertakings herein expressed, the City and Developer agree as follows:

A. Conditions Precedent. Prior to the City's endorsement of the Deed of Conveyance which will effectuate the subdivision of the Subject Property into Parcel A and B, the Developer shall:

1. Pay Public Use Dedication Fee. The Developer agrees to pay a public recreation use dedication fee in the form of a Cash Equivalent Payment based on the fair market value of Parcel A by reference to current market data, if available, or by obtaining an appraisal of the land from a licensed real estate appraiser. The Developer shall pay the cost of such appraisal before the City will endorse deeds for recording with Ramsey County. The fair market value conclusions of the appraiser shall be conclusive. Except as hereinafter provided, the cash equivalency payment shall be due and payable on or before the execution of a development agreement or endorsement of the deeds by the City. The Cash Equivalency Payment required on a residential use depends upon the density of dwelling units per acre on the proposed development or subdivision. The proposed development has a density of 2.1 to 3 units per acre, therefore, **the Cash Equivalency Payment shall equal 4% of the fair market value.** Credit will be given for the existing dwelling on the subject property.
2. Public Easements. Drainage and Utility easements shall be conveyed to the City as required by the Public Works Director as required by the Municipal Code.

3. Maintenance of Private Sanitary Sewer and Water Services. Developer agrees that all sanitary sewer and water facilities, pipes or appurtenances installed to serve the Subject Property are private, and Developer, its successors and assigns, shall be solely responsible for the maintenance, repair and replacement of such sanitary sewer and water improvements.

6.0 Default. The occurrence of any of the following after written notice from the City shall be considered an “Event of Default” in the terms and conditions contained in this Agreement. Said default shall be cured within a reasonable time period as specified by the City.

- A. The failure of the Developer to comply with any of the terms and conditions contained in this Agreement;
- B. The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.

7.0 Remedies. Upon the occurrence of an Event of Default, the City, in addition to any other remedy which may be available to it shall be permitted to do the following:

- A. The City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
- B. The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City’s rights pursuant to this section.
- C. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
- D. Exercise any other remedies, which may be available to it, including an action for damages.
- E. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
- F. In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and

expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally commenced or taken.

8.0 **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this **17th day of October, 2011.**

DEVELOPER

Tor Unstad, 5108 Lexington Avenue

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

t:\2011\pcf\2427-11-21 5108 lexington/SUB DIVISION AGREEMENT

DEVELOPMENT AGREEMENT

PARCEL A - SUBDIVIDED FROM 5108 LEXINGTON AVENUE

1.0 THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the "City") and Tor Unstad, his successors and assigns (hereinafter the "Developer").

2.0 On October 17, 2011 the City gave approval to subdivide and develop certain property located within the City and described as follows (hereinafter the "subject property")

*Lot 1, Block 1 UNSTAD ADDITION, Ramsey County, Minnesota
(commonly known as 5108 Lexington Avenue)
Property Identification Number 11-30-23-33-0012*

Which when subdivided will be legally described as:

*Parcel A: The west 126 feet of Lot 1, Block 1, Unstad Addition, Ramsey County, Minnesota.
Subject to easements of record.*

*Parcel B: That part of Lot 1, Block 1, Unstad Addition, Ramsey County, Minnesota, lying east of
the west 126 feet thereof. Subject to easements of record.*

3.0 Pursuant to City Ordinances, the Developer is required:

- A. To make certain improvements to the subject property.
- B. To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements which remain incomplete at the time of the Developer's request for final approval.
- C. To make a public land dedication to the City or, in lieu thereof at the discretion of the City Council, to make a cash equivalent payment prior to recording the deeds for the parcels.
- D. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

4.0 Terms and Conditions. In compliance with the requirements of the City's Development Regulations; in compliance with the City Council's conditions of approval; and in consideration of the undertakings herein expressed, the City and Developer agree to develop Parcel A as follows:

A. Conditions Precedent. Prior to the City's issuance of a building permit on Parcel A, the Developer shall:

1. Grading, Drainage and Erosion Control Plan. The Developer shall prepare a grading, drainage erosion control plan for any site work that disturbs soil on the Subject Property, including, but not limited to, utility work, construction of a new house or installation of a new driveway. No site grading shall occur prior the Developer obtaining a Grading or Building Permit approved and issued by the City and prior to the installation of approved erosion control measures. The natural drainage pattern shall be retained.

To ensure erosion control during the development of the subject property, the Developer is required to submit a financial surety deposit, in a form approved by the Public Works Director. Said deposit shall be submitted prior to, or concurrently with, the issuance of a building permit.

2. Installation and Maintenance of Private Sanitary Sewer and Water Services. Developer agrees that all sanitary sewer and water facilities, pipes or appurtenances installed to serve the Subject Property are private, and Developer, its successors and assigns, shall be solely responsible for the maintenance, repair and replacement of such sanitary sewer and water improvements.

A. Sanitary Sewer Service. Sanitary sewer is available at a manhole approximately 195 feet east of the Subject Property in the Kimberly Lane right-of-way, and connection to this manhole will provide the sanitary sewer service required by the Municipal Code. All sanitary sewer pipes, pumps and other appurtenances necessary for connecting to this manhole are private. The sanitary sewer line shall be installed within the Kimberly Lane right-of-way. The connection at the manhole shall be installed per City specifications and subject to the approval of the Public Works Director.

B. Municipal Water Service. Municipal water service is available in the Kimberly Lane right-of-way. A water service stub to Parcel A shall be constructed in accordance with the City's ordinances and regulations, and pursuant to specifications approved by the Public Works Director.

C. Surety. Developer agrees to provide all labor and materials for the installation of any and all taps and pipe from the mains located in the Kimberly Lane right-of-way to the property line. The installations shall be according to City standards, as required by the Public Works Director. The Developer shall provide the City with a **Surety Deposit in the amount of \$2,000.00** insuring

proper installation. THE DEVELOPER UNDERSTANDS THAT THE CITY WILL NOT ISSUE A BUILDING PERMIT FOR CONSTRUCTION OF ANY NEW RESIDENCE ON PARCEL A PRIOR TO RECEIPT OF THIS SURETY DEPOSIT.

3. Tree Preservation. Trees shall be preserved as possible. Protective tree fencing shall be installed in accordance with the City's Vegetation and Woodlands Ordinance. A wood chip berm, a minimum of 2 feet wide and 18 inches deep, shall be installed inside of the tree protection fence. The tree protection fence and wood chip berm shall be maintained during the period of site work. Minor revisions to the plan may be permitted with approval by the City Planner. A surety will be required for the replacement trees prior to the issuance of a building permit.
4. Tree Replacement. The Developer, his assigns, or successors in interest, shall submit a tree removal and replacement plan with any building permit application for the Subject Property. The plan shall show the location of Landmark Trees, as defined in the Municipal Code, within **30 feet of the limits** of construction and the construction access drive and identify any Landmark Trees that will be removed. The plan shall show the proposed replacement trees and their locations. Replacement trees are required at a ratio of one (1) replacement tree is required for each Landmark Tree removed.
5. Restoration. All costs to restore Kimberly Lane to its existing condition are the sole responsibility of the Developer.
6. Access. Access for Parcel A shall be provided via Kimberly Lane only. No access is permitted from Parcel A directly onto Lexington Avenue.
7. Construction Management. The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:
 - A. Definition of Construction Area. The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director.
 - B. Parking and Storage of Materials. Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur along Lexington Avenue or Kimberly Lane. No fill, excavated material or construction materials shall be stored in any public right-of-way.

C. Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 7:00 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on any weekend or holiday.

D. Site Maintenance. The Developer shall ensure that the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City.

5.0 Other Costs. In addition to the other fees required by the City regulations for this agreement, the Developer agrees to reimburse the City for all costs, of whatever kind or nature, incurred by the City in reviewing or processing the Developer's application or administration of the installation of public infrastructure, including but not limited to costs incurred for legal or other consultants.

6.0 All Costs Responsibility of Developer. The Developer agrees to pay for all costs incurred of whatever kind or nature in order to construct the improvements required by the City's regulations. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements, or the development of the property. The Developer agrees to hold the City harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the property or the acts of the Developer, its agents or contractors in relationship thereto.

7.0 Financial Surety Escrows. The Developer is required to submit financial surety escrows as identified in this agreement. The developer agrees to reimburse the City at a rate of \$55.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of this agreement. THE DEVELOPER UNDERSTANDS THAT THE CITY WILL NOT ISSUE A BUILDING PERMIT FOR CONSTRUCTION OF ANY NEW RESIDENCE ON TRACT B PRIOR TO RECEIPT OF THESE SURETY DEPOSITS.

A. The developer shall not receive interest on the amount of the surety.

B. The developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Agreement For Grading, Drainage and Erosion Control and to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, as determined by the Engineering Department. The surety may also be utilized for clean-up or restoration of areas off of the construction site that are directly or indirectly impacted by conditions on the site.

C. The developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 24 hours. In the event the remedy is not satisfactorily in place within that time

period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.

- D. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined that the need for erosion control has been satisfied.
- E. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.
- F. This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

8.0 Other Agency Approvals. It is the Developer's responsibility to apply for and to acquire all other required agency permits prior to commencing construction. The Rice Creek Watershed District has indicated that the construction of a new house is subject to a District permit. Work in the Lexington Avenue right-of-way, if any, is subject to the requirements of Ramsey County.

9.0 Default. The occurrence of any of the following after written notice from the City shall be considered an "Event of Default" in the terms and conditions contained in this Agreement. Said default shall be cured within a reasonable time period as specified by the City.

- A. The failure of the Developer to comply with any of the terms and conditions contained in this Agreement;
- B. The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.

10.0 Remedies. Upon the occurrence of an Event of Default, the City, in addition to any other remedy which may be available to it shall be permitted to do the following:

- A. The City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
- B. The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.

- C. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
- D. Exercise any other remedies, which may be available to it, including an action for damages.
- E. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
- F. In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally commenced or taken.

11.0 **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this **17th day of October, 2011**.

DEVELOPER

Tor Unstad, 5108 Lexington Avenue

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

**PROPOSED MOTION
APPROVE MINOR SUBDIVISION**

MOVED BY COUNCIL MEMBER _____

SECONDED BY COUNCIL MEMBER _____

To approve the minor subdivision application for 4877 Nottingham Place, and to authorize execution of the Development Agreements, subject to the following conditions:

1. The minor subdivision shall be in accordance with the plans submitted.
2. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations prior to the City endorsing the deed for recording. The fee shall be based upon 4% of the current fair market value of the property, as determined by an appraisal or the sales price.
3. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be dedicated before the City will endorse the deed for recording.
4. Payment for City water and sanitary sewer availability to the new lot in the amount of \$3,848.20. Municipal water and sanitary sewer service shall be provided to the new lot.
5. The south driveway on Parcel A shall be removed and the area restored prior to endorsement of deeds by the City for recording with Ramsey County. In the event that weather prevents restoration, the Developer may submit a surety in the amount of \$750.00 to insure removal and restoration of the driveway area.
6. The applicant shall enter into a Development Agreement with the City. This agreement shall be executed prior to the City's release of the deed for recording.
7. A tree protection and replacement plan shall be submitted prior to issuance of a building permit for Parcel B. The approved plan shall be implemented prior to the commencement of work on the property and maintained during the period of construction. The protection plan shall include wood chips and protective fencing at the drip line of the retained trees.
8. An erosion control plan shall be submitted with the building permit application and implemented during the construction of the new residence.
9. A final site-grading plan shall be submitted and approved prior to issuance of a building permit.

10. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.

This recommendation for approval of the Minor Subdivision is based on the following findings of fact:

1. The subdivision is consistent with the policies of the Comprehensive Plan and in compliance with the regulations of the Development Code.
2. The proposed lots conform to the adopted City standards, with the adoption of Resolution 11-68 reducing the lot depth.
3. Municipal water and sanitary sewer service are available for each proposed parcel.

ROLL CALL: **AYES** _____ **NAYS** _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular City Council Meeting
October 17, 2011

TO: Mayor, City Council, City Manager
FROM: Rob Warwick, Senior Planner
DATE: October 12, 2011
SUBJECT: Minor Subdivision: Jereen Rasmussen/Sarah Sampson, 4877 Nottingham Place, File No. 2427-11-20

INTRODUCTION

Sarah Sampson, as Attorney-in-Fact for Jereen Rasmussen, has submitted an application for a Minor Subdivision of the property at 4877 Nottingham Place. The Minor Subdivision would divide the existing lot into two parcels. The existing home will remain on Parcel A. Parcel B will be developed in the future with a single-family home. Minor subdivision requests are reviewed by the City to ensure that the proposed parcels comply with the R1, Detached Residential District minimum lot requirements and the City's subdivision standards.

A Variance application, submitted in conjunction with the subdivision, was reviewed and approved by the Planning Commission at their September 27, 2011 meeting. The variance permits a reduction to the City standard pertaining to 125-foot minimum lot depth. The existing lot is 108.44 feet deep will be retained for the new Parcel B. Please see the attached plans.

BACKGROUND

In 1993, Ms. Rasmussen sought several approvals by the City, including a street vacation, lot depth variance and minor subdivision to split her property into two parcels. The Planning Commission approved a 16.6 foot lot depth variance on October 26, 1993 and adopted Resolution 93-106. The Commission also recommended the City Council vacate the existing right-of-way for the obsolete Nottingham Place turnaround and approve a minor subdivision to split off the south 100 feet of the applicant's lot.

Pursuant to the Commission's recommendation, the Council approved the vacation and minor subdivision, subject to conditions, on November 15, 1993. The Resolutions for the variance and vacation were recorded, however, the applicant did not record the minor subdivision. The applicant was not aware of her responsibility to record the subdivision and of the one-year time frame in which it needed to be recorded.

In 1995, the detached garage shown on the survey south of the house was removed to comply with City conditions, and a new 22 by 24 foot detached garage was subsequently constructed north of the house.

DEVELOPMENT ORDINANCE REQUIREMENTS

Minor subdivisions require review by the Planning Commission and approval by the City Council. Minor subdivisions must be reviewed in accordance with subdivision and zoning district standards in the Development Regulations.

The City's subdivision standards require all lots to front on a publicly dedicated right-of-way. Municipal sanitary sewer also must be provided to the new lot. These standards also require 5-foot public drainage and 10-foot utility easements along property lines where necessary. Public drainage and utility easements are also required over infrastructure, watercourses, drainages or floodways.

The property is zoned R-1, Detached Residential. In this district, lot size standards require a minimum lot area of 10,000 square feet, a width of 75 feet and a depth of 125 feet. Minimum structure setbacks for a dwelling are 30 feet from a front and rear property line and 10 feet from an interior side lot line. A 5-foot minimum side yard is required for accessory buildings including detached garages. These same standards were in effect when the City approved the variance and minor subdivision requests in 1993.

In those cases where the two adjoining homes have a front yard setback exceeding 40 feet, the setback for the new structure is determined by averaging the setback of the two adjacent homes and then adding/subtracting 10 feet to identify a setback range for the new home.

STAFF REVIEW

The property is currently being used for single-family residential purposes. Site improvements include the existing home, a detached two-car garage, two driveways, sidewalk and patio areas. The topography of the property is generally level. Adjacent land uses include single-family residential to the north, west and south and east.

The applicant is proposing to divide off the southern portion of this property to create a buildable parcel. As shown below, the proposed Parcels A and B exceed the dimensional lot requirements of the Development Regulations.

	Requirements	Parcel B (Vacant)	Parcel A (4877)
Area	10,000 sf	10,844 sf	15,188 sf
Depth	125 feet	108.44 feet*	108.44 feet
Width	75 feet	100 feet	140 feet

*Variance Approved by Planning Commission, September 27, 2011

The existing structures on Parcel A comply with the 10-foot minimum required setback from the proposed side property line. The house does not conform to the current 30-foot rear setback, and so is a non-conforming structure. The non-conformity does not affect the minor subdivision request.

Utilities will need to be provided to this new parcel and are available in Nottingham Place. Standard drainage and utility easements along the property lines are required with this subdivision. These are 5-feet along each side lot line and 10-feet along the front and rear property lines.

The driveway that previously served the old garage south of the house remains. Since this driveway does not comply with current regulations, staff recommends a condition of approval requiring removal of the driveway prior to endorsement of the deed for recording with Ramsey County.

The front setback for the future house on Parcel B will be a minimum of about 35-feet (the average of the setback of the houses on the adjacent lots, minus 10 feet). With a 30-foot minimum rear setback, the building area on Parcel B will have a depth of about 43 feet and a width of about 80 feet. This is a large buildable area.

The Staff has prepared Development Agreements for both the subdivision and construction on Parcel B for review and approval of the Council, see attached.

PLANNING COMMISSION

The Planning Commission reviewed the variance and minor subdivision applications at their September 27th regular meeting. The Commissioners reviewed the history of City approvals in 1993, and determined that there have been no revisions to City lot dimension standards since that time. The Commission noted that the buildable area is large, but the 43 foot depth will require a house designed for the pad. The Commission unanimously (7-0) adopted Resolution 11-68 approving the variance for lot depth, and recommended the Council approve the minor subdivision.

PUBLIC COMMENT

Property owners within 350 feet were notified of the applicant's request. One resident called to express his strong support for the requests. Two written comments express strong concern about the loss of large lots in the area, and these are attached.

STAFF RECOMMENDATION

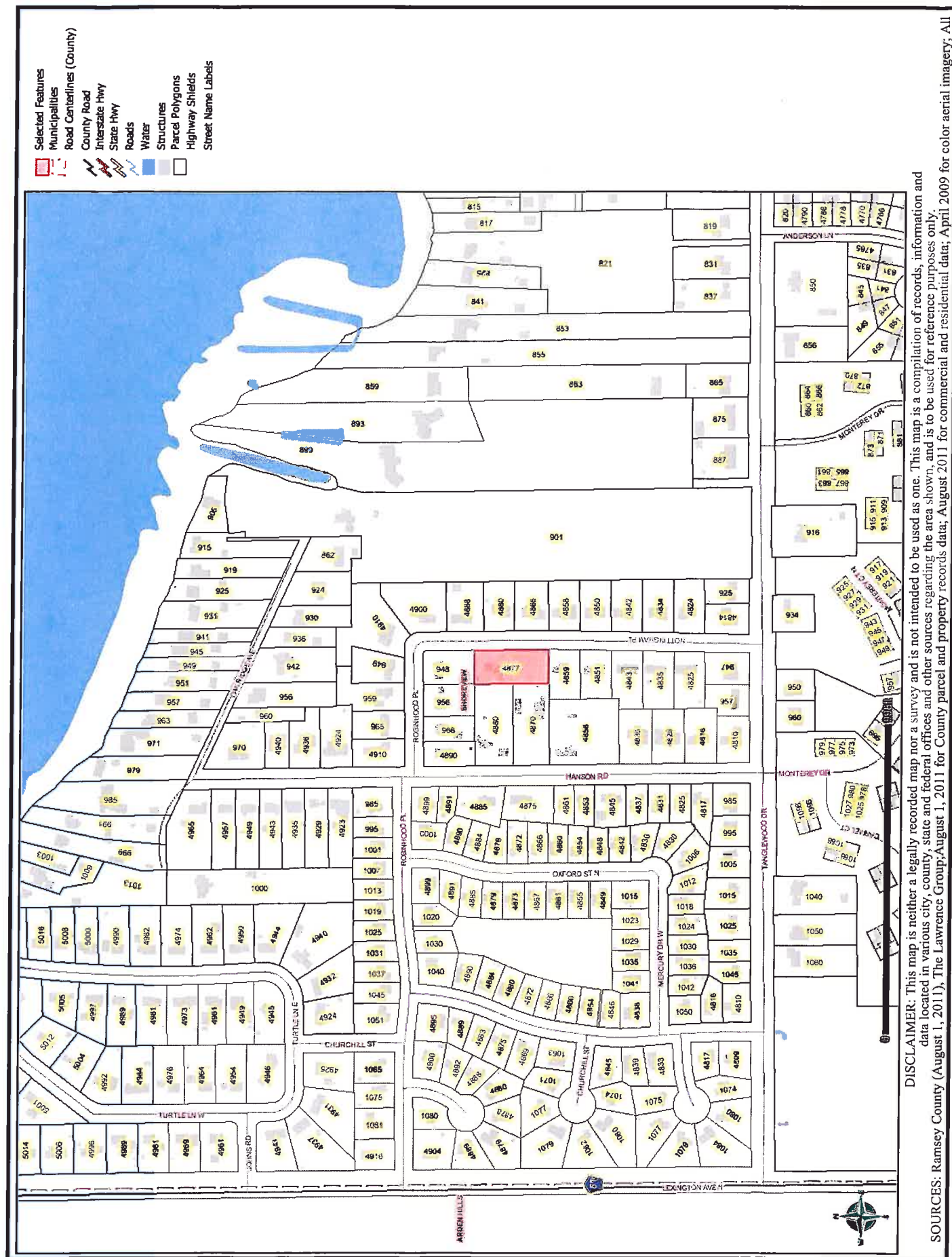
The application was reviewed by Staff and the Planning Commission in accordance with the standards of the Development Regulations. The proposed lots comply with the minimum standards of the R-1 District, except for the lot depth of the proposed Parcel B. The Planning

Commission approved a variance to reduce the lot depth to 108.44 feet and recommended the City Council approve the minor subdivision, subject to the following conditions:

1. The minor subdivision shall be in accordance with the plans submitted.
2. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations prior to the City endorsing the deed for recording. The fee shall be based upon 4% of the current fair market value of the property, as determined by an appraisal or the sales price.
3. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be dedicated before the City will endorse the deed for recording.
4. Payment for City water and sanitary sewer availability to the new lot in the amount of \$3,848.20. Municipal water and sanitary sewer service shall be provided to the new lot.
5. The south driveway on Parcel A shall be removed and the area restored prior to endorsement of deeds by the City for recording with Ramsey County. In the event that weather prevents restoration, the Developer may submit a surety in the amount of \$750.00 to insure removal and restoration of the driveway area.
6. The applicant shall enter into a Development Agreement with the City. This agreement shall be executed prior to the City's release of the deed for recording.
7. A tree protection and replacement plan shall be submitted prior to issuance of a building permit for Parcel B. The approved plan shall be implemented prior to the commencement of work on the property and maintained during the period of construction. The protection plan shall include wood chips and protective fencing at the drip line of the retained trees.
8. An erosion control plan shall be submitted with the building permit application and implemented during the construction of the new residence.
9. A final site-grading plan shall be submitted and approved prior to issuance of a building permit.
10. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.

Attachments

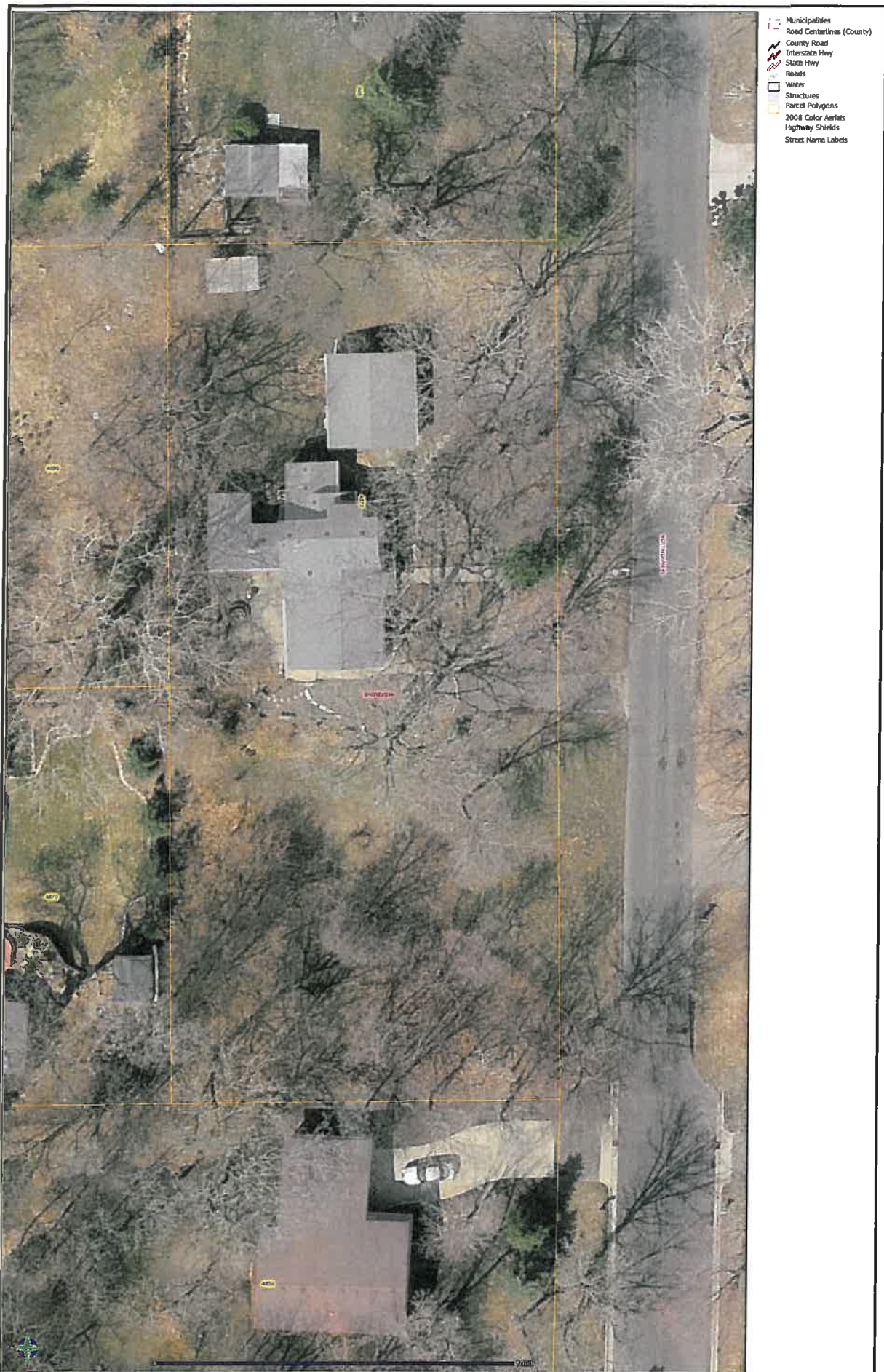
- 1) Location Map
- 2) Aerial Photos
- 3) Submitted Statements and Plans
- 4) Request for Comment
- 5) Motion



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

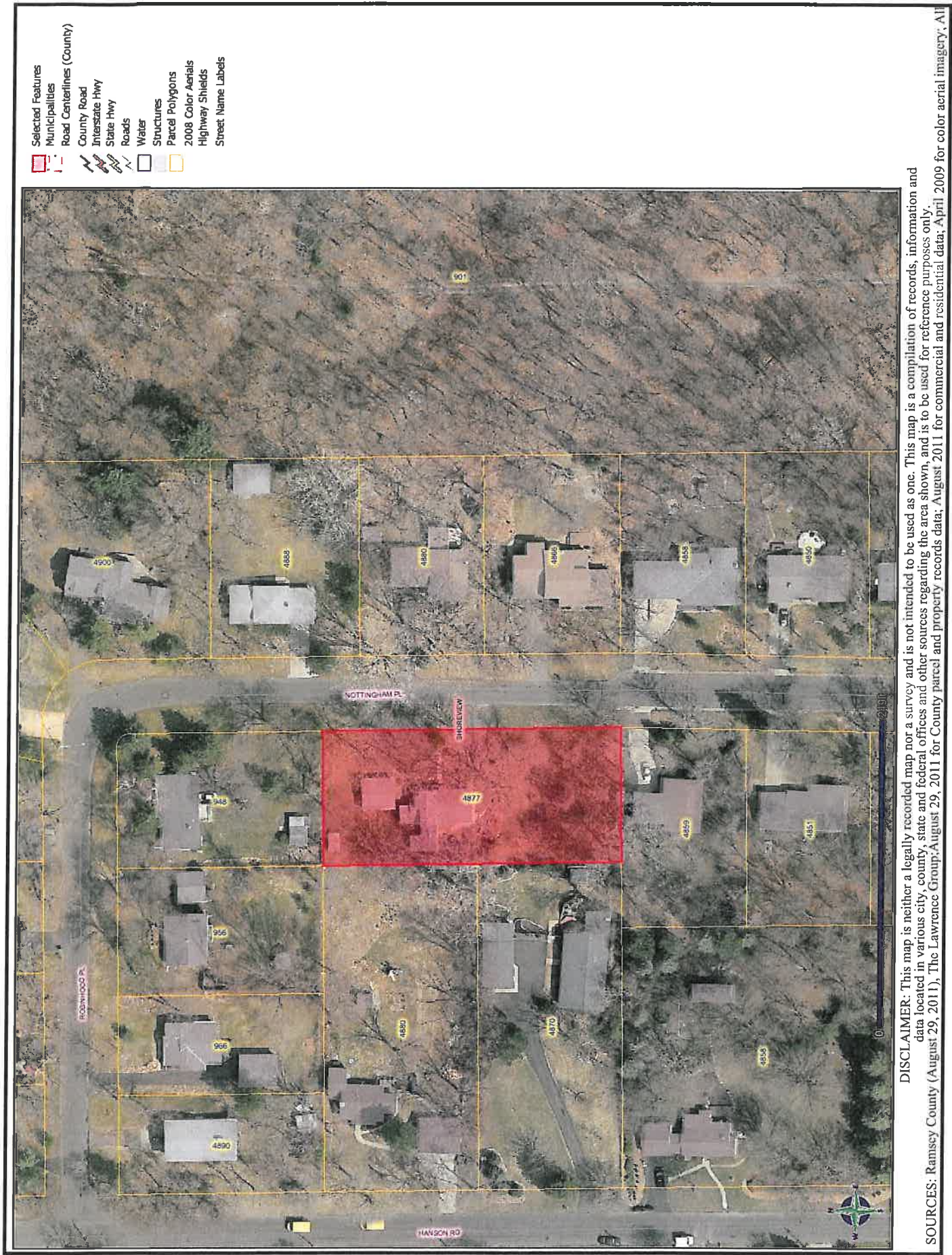
SOURCES: BANCORP COUNTY (August 1, 2013), TH

SOURCES: Ramsey County (August 1, 2011) for County parcel and property records data; August 2011 for commercial and residential data; April 2009 for color aerial imagery; All data obtained in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (August 1, 2011), The Lawrence Group (August 1, 2011 for County parcel and property records data; August 2011 for commercial and residential data; April 2009 for color aerial imagery; All



October 3, 1993

STATEMENT OF INTENDED USE

We wish to divide a three lot portion of land to two lots. The original house will be on the larger section of land.

This property in Sherwood Forest was platted sometime in the late forties or early fifties. Our property is in perfect aligned with the three lots directly facing our property. The east side of Nottingham consisted of four lots. The Stewards at 4888 Nottingham entered into an agreement with the former owners of 4866 Nottingham to purchase x number of feet from the owner of a vacant lot. This arrangement created a larger lot now owned by the Barnes Family at 4880 Nottingham Place.

At the time we purchased our home in 1960, a portion of the property was allegedly deeded over to Shoreview for the purpose of a cul-du-sac for the school bus. At that time, Nottingham ended at our southern property line. We were also informed that for the purchase price of \$1 the land would be restored to us. While the Wolfgram survey shows the property the village used for a road, nothing at the courthouse indicates that a transer was ever made. At the time of purchase, had this been possible, we would have created two lots at then.

VARIANCE After the street went through to G-2, the city restored the property and removed the mini-park island and the blocktop and sodded the land. I believe this action occurred in the summer of 1970 or 71 and no later than 72. We did not apply for a variance at that time because we were young and poor and we were told we would have to pay an additional water assessment.

VARIANCE The lot would be divided to match the lot across the street from it. It would fit the character of the neighborhood and be approximately 95-100 feet across the front and 108 feet deep. The depth would require a minor variance. The three out-sized lots on the plat were lots retained by the original owner of the plat called Sherwood Forest.

We are having the land surveyed and wish to accomplish the division because we are obtaining a new mortgage on our property. We hope to close by November 28th and I hope this will be swiftly approved.

I have contacted all neighbors who ajoin or would have an interest in the intended use. The house located at 4880 Hanson Road was recently sold and I do not know the names of the new owners.

Statement of Assessments: Any assessments would be on the full lot at this time and it amounts to approximately 900.00.

Survey: The enclosed survey is the original received by us. We are having a new survey undertaken this week. The broken line would indicate where we wish to divide and where house and garage are situated. I may wish to move garage to the north side of the home at some time in the future. 17 Folded copies - what kind of fold? - escapes me. *answered*

Jeri Rasmussen
Jeri Rasmussen

o Indicates iron monument

This is a detailed plat map of a 360-acre tract, divided into two main sections: "ROBIN HOOD PLACE" and "SPOTTINGHAM".

ROBIN HOOD PLACE: Located in the upper left, it contains 10 numbered lots. Lot 1 is 30' x 166.31'. Lot 2 is 30' x 166.59'. Lot 3 is 30' x 166.59'. Lot 4 is 30' x 170.35'. Lot 5 is 30' x 170.35'. Lot 6 is 30' x 170.35'. Lot 7 is 30' x 170.35'. Lot 8 is 30' x 170.35'. Lot 9 is 30' x 170.35'. Lot 10 is 30' x 170.35'. The section is bounded by Hansen Road to the west and Unplatted Land to the east.

SPOTTINGHAM: Located in the lower right, it contains 10 numbered lots. Lot 1 is 30' x 166.31'. Lot 2 is 30' x 166.59'. Lot 3 is 30' x 166.59'. Lot 4 is 30' x 170.35'. Lot 5 is 30' x 170.35'. Lot 6 is 30' x 170.35'. Lot 7 is 30' x 170.35'. Lot 8 is 30' x 170.35'. Lot 9 is 30' x 170.35'. Lot 10 is 30' x 170.35'. The section is bounded by Hansen Road to the west and Unplatted Land to the east.

Other Features:

- Hansen Road:** A road running north-south along the western boundary of the tract.
- Unplatted Land:** Areas at the top and bottom of the tract, labeled "Unplatted Land".
- North Arrow:** A north arrow pointing towards the top of the map.
- Survey Measurements:** Various measurements are provided for the lots and boundaries, including lot dimensions and boundary lengths.
- Section Numbers:** The sections are labeled "ROBIN HOOD PLACE" and "SPOTTINGHAM".
- Map Date:** The map is dated "1863".

RCLLG

Councilmember Martin announced that the Ramsey County League of Local Governments will be conducting a meeting November 17, 1993 at 7:30 p.m. at the Roseville Area Middle School Auditorium where cities will have the opportunity to ratify the Gun Violence Prevention Program and hear from youth as to how local communities can help youth with their concerns.

PUBLIC HEARINGS

STREET VACATION & MINOR LOT DIVISION -- 4877 NOTTINGHAM PLACE --
JERI & BRUCE RASMUSSEN

City Attorney Filla stated that proper notification was in order for this public hearing.

City Planner Johnson stated that Jeri and Bruce Rasmussen are seeking the vacation of an obsolete street turn-around and a minor subdivision to split their property at 4877 Nottingham Place, which is 240 feet wide and 108.4 feet deep, into two home sites. He noted that the Planning Commission reviewed this case at their October 26, 1993 meeting.

Planner Johnson explained that the existing street turn-around functioned as a street turn-around from 1949 to 1956 for Nottingham Place, however, in 1956 a plat was recorded that dedicated right-of-way through to Tanglewood Drive (County Road G2), thereby eliminating the need for the turn-around. He noted that the street turn-around no longer serves a public purpose, therefore, it should be vacated because it unnecessarily restricts the use of the Rasmussen's property.

With regard to the minor lot division, Planner Johnson stated that the prevailing lot width in the applicants' neighborhood is 100+ feet, and City policy is to require new lots to be consistent with the existing character of the area, therefore, the lot width of the proposed new lot is 100 feet. He noted that there is an existing garage which is located very near the proposed common lot line, and the Planning Commission recommended that the garage be moved rather than allow the creation of a new lot of less than 100 foot width.

Planner Johnson explained that the applicants are agreeable to move the existing garage but have requested until October 31, 1994 to do so. He added that the applicants are in the process of refinancing their property, therefore, would like to establish the proposed new lot line very soon.

With regard to lot depth, Planner Johnson stated that the applicants' property is 108.4 feet deep and City Code requires a minimum area of 10,000 square feet, a minimum width of 75 feet and a minimum depth of 125 feet. He noted that although the depth of the subject property does not meet minimum requirements, it is consistent with other properties in the area, and width and area requirements are exceeded. Given those facts, the Planning Commission granted a 16.6 foot lot depth variance for the creation of the proposed lot.

Mayor Chalmers asked if the applicants wished to speak; they declined. Public input was invited; there was no response.

Mayor Chalmers commented that this particular case is rather straightforward in nature and the Planning Commission has recommended approval of the lot depth variance, the vacation of the turn-around and approval of the minor subdivision.

Motion by Councilmember Soucheray, seconded by Councilmember Holmstrom, to:

- Accept the Planning Commission's adoption of Resolution 93-106 to grant a lot depth variance of 16.6 feet;
- Adopt Resolution 93-113 to vacate the right-of-way for the obsolete Nottingham Place turn-around; and
- Approve a minor subdivision to split off the south 100 feet of the applicant's lot at 4877 Nottingham Place, as illustrated on the drawing dated October 19, 1993, subject to the following conditions being satisfied before the deed will be endorsed for recording:
 - Payment of a Public Recreation Use Dedication fee in the amount of \$571.
 - If the existing garage will be less than five feet from the proposed split line, it shall be removed or an agreement (with appropriate surety) shall be entered into to insure its removal on or before October 31, 1994.
 - Granting of 5-foot-wide public drainage and utility easements along each current property line and a 10-foot-wide easement centered on the proposed split line. (The garage shall not encroach into an easement.)
 - Payment for City water and sanitary sewer availability to the new lot in the amount of \$3,073.20.


ROLL CALL: AYES: 4 NAYS: 0
(Councilmember Withhart was absent.)

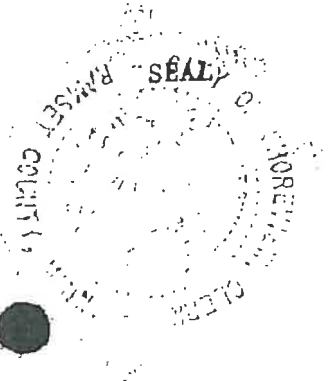
Resolution 93-113
Page 3

STATE OF MINNESOTA)
COUNTY OF RAMSEY)
CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified Acting City Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 15th day of November, 1993, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to vacating right-of-way for an obsolete Nottingham Place turn-around.

WITNESS MY HAND officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this 15th day of November 1993.


Terry C. Schwerm, City Manager



Vacation Approval
1993

3

Planner Johnson stated that the proposed lot configurations are consistent with all development standards, and the only recommended condition of approval is that the existing drainage and utility easements that run along the applicants' existing north properties should be vacated, and 20-foot-wide replacement easements should be dedicated to coincide with the newly-created property lines.

Commissioner Lang asked how the Fleischhacker property is accessed. Planner Johnson explained that it was once accessed via County Road J, but that driveway was subject to frequent flooding, so the driveway was moved to provide access via Meadow Avenue.

MOTION: Commissioner Lang moved, seconded by Commissioner Botzek, to recommend to the City Council:

- 1) Approval of a minor lot division to transfer 20 feet from the property at 1349 Meadow Avenue to 1355 and 1365 Meadow Avenue, and
- 2) Vacation of the existing 15-foot-wide drainage and utility easement that runs along the current rear property line, subject to satisfaction of the following conditions:
 - A) The applicants submit a recordable easement to grant to the City 20-foot-wide replacement drainage and utility easement along the revised property line. This easement shall transition to the easement on the adjoining lots in a manner acceptable to the City Engineer and all costs associated with moving the easement shall be borne by the applicants, and
 - B) The split off parcels are to be combined with the referenced properties for property tax purposes.

Motion carried unanimously (6 ayes, 0 nays).

Planner Johnson said this case is scheduled to go before the City Council on November 15 for their consideration.

CONSIDERATION	VARIANCE, VACATION, SUBDIVISION	(7:45)
FILE NO.:	1468-93-37	
APPLICANT:	JERI & BRUCE RASMUSSEN	
LOCATION:	4877 NOTTINGHAM PLACE	

City Planner Johnson explained that applicants Jeri and Bruce Rasmussen are seeking a lot depth variance, a vacation of right-of-way for an obsolete turn-around, and a minor subdivision approval to split their property into two homesites.

With regard to the lot depth variance issue, Planner Johnson explained that, when the lots in this area were created, there was no lot depth requirement. He stated that current Code requires that when lots are created in this district, they have a minimum depth of 125 feet. He added that the hardship required for the granting of this variance could be that the lot to be created would likely already exist if the now obsolete turn-around was not originally required.

With regard to the vacation of the right-of-way for an obsolete turn-around, Planner Johnson explained that, according to records, the subject right-of-way was originally provided to support a temporary turn-around, and in 1956 Nottingham Place was constructed through to Tanglewood, which eliminated the need for the turn-around right-of-way. Staff's recommendation was to vacate the turn-around right-of-way because it unnecessarily restricts building on the property and also restricts the assessable amount of property at such time as public improvements are made. He reported that the applicant believes the City approved the vacation of this "obsolete" turn-around right-of-way at the time Nottingham Place was extended; however, such vacation is not reflected on City or County records.

With regard to the matter of a minor lot division, Planner Johnson stated that the new lot could be created at a 100 foot width (consistent with the prevailing lot widths in the area) or could be created at 99.4 feet width to allow the existing garage to meet setback requirements. He noted that if the 100-foot-wide option were chosen, the existing garage would need to be moved to satisfy setback requirements. He reported that the applicant has indicated willingness to move the garage.

Commissioner Lang asked if there are utilities in the obsolete turn-around area. Planner Johnson answered no, adding that water and sewer connections can be made to service the proposed lot. With regard to utilities, Attorney Filla stated that City Code allows for payment of a fee equal to what the assessment would have been had the lot been treated as buildable when utilities were extended.

Commissioner Bowerman stated his preference to create a 100-foot-wide lot rather than a 99.4-foot-wide lot, despite the fact that the garage would have to be moved.-

MOTION: Commissioner Bowerman moved, seconded by Commissioner Feldsien, to:

- 1) Adopt Resolution 93-106 to grant the requested lot depth variance of 16.6 feet, and
- 2) Recommend that the City Council vacate the existing right-of-way for the obsolete Nottingham Place turnaround, and
- 3) Recommend that the City Council approve a minor subdivision to split off the south 100 feet of the applicant's lot at 4877 Nottingham Place as illustrated on the drawing dated October 19, 1993 subject to satisfaction of the following conditions prior to endorsement of the deed for recording:
 - A) Payment of a Public Recreation Use Dedication Fee in the amount of \$571.
 - B) If the existing garage is less than five feet from the proposed split line, it shall be moved or a contract (with appropriate surety) shall be entered into to insure its removal on or before October 31, 1994.
 - C) Granting of five-foot-wide public drainage and utility easements along each current property line and a 10-foot-wide easement centered on the proposed split line. (The garage shall not encroach upon any easement.)

Motion carried unanimously (6 ayes, 0 nays).

Planner Johnson stated that this case is expected to be forwarded to the Council for consideration at their November 15 meeting.

VARIANCE	FRONT YARD SETBACK	(8:00)
FILE NO.:	1463-93-32	
APPLICANT:	KEVIN BYRNE	
LOCATION:	1718 TERRACE DRIVE	

City Planner Johnson explained that applicant Kevin Byrne is seeking approval of variances for a stoop (deck), which he has already constructed on his residence at 1718 Terrace Drive, to allow it to encroach more than five feet into the front yard setback and to exceed 7 feet in width.

Planner Johnson noted that City Code permits a step/stoop to encroach into the required front yard setback to a limited extent, but decks/patios are prohibited in the front yard. He added that a "step/stoop" becomes a "deck" when it exceeds five feet in depth toward the street or exceeds seven feet in width. He recalled that the allowed dimensions of a step/stoop are consistent with handicap accessibility requirements.

RECORDED ON

DEC 17 1993

Instru #	1420
Filing fee	1950
Rec copy	200
Cer copy	05
Initials	OK
Pd by/bill	OK

EXTRACT OF MINUTES OF MEETING OF THE
PLANNING COMMISSION OF SHOREVIEW, MINNESOTA

HELD OCTOBER 26, 1993

* * * * *

Pursuant to due call and notice thereof, a meeting of the Planning Commission of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City at 7:00 PM.

The following members were present: Chairman Johnson, Commission Members Hassing, Feldsien, Bowerman, Lang, and Botzek.

and the following members were absent: Commissioner Renner.

Member Bowerman introduced the following resolution and moved its adoption.

PLANNING COMMISSION RESOLUTION NO. 93-106
LOT DEPTH VARIANCE

WHEREAS, on October 4, 1993, ²Jeri and ²Bruce Rasmussen applied for a lot depth variance of 16.6 feet to split their property into two home sites. Said property is legally described as:

X/Lot 5, Block 2, Sherwood Forest

(This property is more commonly known as 4877 Nottingham Place, Shoreview, Minnesota.)

WHEREAS, The above-referenced property is zoned R1, Detached Residential.

WHEREAS, Section 202.090 (C)(1) requires lots zoned for R1 use to be at least 125 feet deep, at least 75 feet wide, and contain at least 10,000 square feet.

WHEREAS, The above-referenced property is 108.4 feet deep, 16.6 feet less than the minimum standard. The proposed lot exceeds the other minimum dimension standards.

WHEREAS, The above-referenced property lot was created in 1949. At that time, a minimum depth standard did not exist and the other current standards were in effect, therefore, the current lot is a classified as legal nonconforming lot.

WHEREAS, the applicant has proposed to split of the south 100 feet of the above-referenced lot to create a new homesite that would be 16.6 feet less than the minimum required depth.

WHEREAS, The Shoreview Planning Commission is authorized by state law and the City of Shoreview Development Code to make final decisions on variance requests.

NOW, THEREFORE, BE IT RESOLVED BY THE SHOREVIEW PLANNING COMMISSION that the above described variance be approved on the basis of the following findings of fact:

RETURN TO

City of Shoreview
4600 N Victoria St
Shoreview, MN 55126

2769763

2769763


1. An undue hardship due to circumstances unique to the properties in question would result if the variance is denied and the circumstances of the request were not created by the applicant, because:
 - a. The dedication of right-of-way for a temporary turn-around created the circumstances of this request. The proposed lot would likely have been created in 1949 if the now obsolete turn-around had not been necessary.
 - b. The lack of yard depth would not be noticeable from the street.
 - c. More than the minimum required separation between the dwelling to the west and a dwelling on this lot would be provided and the sideyard separation between dwellings would be similar to that of the other homes in the area.
 - d. The subject property is 2.4 time the width of other lots in the area. Restriction to one homesite would not permit reasonable use of the property once the temporary turn-around right-of-way is vacated.
2. Granting of the proposed variance would not negatively effect the essential character of the area.

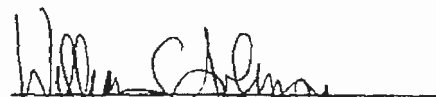
The motion was duly seconded by Member Feldsien and upon vote being taken thereon, the following voted in favor thereof: all members present,

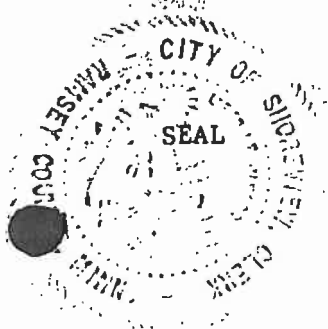
and the following voted against same: none.

Adopted this 26th day of October, 1993.

ATTEST:


Randall Johnson, AICP
City Planner


William Johnson, Chairman
Shoreview Planning Commission

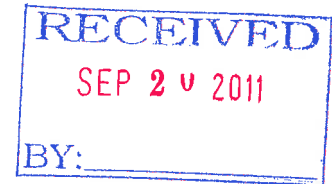


RECORDED
OFFICE OF THE CLERK
RAMSEY, MINN.
DEC 17 11 19 AM '93
CLERK
COBURN
BY
KLB
CITY

Comments regarding the request to divide 4877 Nottingham Place into two lots

My preference is for 4877 Nottingham Place to remain one lot. The surrounding lot sizes are significantly larger than the one proposed for the south end of 4877 Nottingham Place. I believe it would change the character of the neighborhood - open space with many trees and other vegetation - to have two small houses sitting close together on two small lots.

Gale Steward
4888 Nottingham Place



City Council:
Sandy Martin, Mayor
Blake Huffman
Terry Quigley
Ady Wickstrom
Ben Witharth



City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126
651-490-4600 phone
651-490-4699 fax
www.shoreviewmn.gov

September 9, 2011

RECEIVED
SEP 21 2011
BY: _____

REQUEST FOR COMMENT

Dear Shoreview Property Owner:

Please be advised that on **Tuesday, September 27 at 7:00 p.m.**, the Shoreview Planning Commission will review Minor Subdivision and Variance applications for **4877 Nottingham Place**, submitted by **Jeri Rasmussen**. The applicant proposes to subdivide the property into two parcels. The existing house and detached garage will remain on the north lot, and the resulting south lot will be used for future construction of a new single family residence. A variance has been requested to reduce the required lot depth from the required 125-foot minimum to 108.44 feet. The proposed lots conform to other requirements of the Municipal Code. Please see the attached plans.

Note that the City reviewed and approved this same variance and subdivision request in 1993, however the applicant did not record the subdivision with Ramsey County. The 1993 approval has now expired.

You are encouraged to fill out the bottom portion of this form and return it if you have any comments or concerns. Comments received by **September 21st** will be distributed to the Planning Commission with the Planning Commission agenda packet. Comments received after that date but before the meeting will be distributed to the Commission that night. You are also welcome to attend the meeting. The meeting is held in the City Council Chambers at Shoreview City Hall, 4600 North Victoria Street.

If you would like more information or have any questions, please call me at 651-490-4681 between 8:00 a.m. and 4:30 p.m., Monday through Friday. You may leave a voice mail message at any time. I can also be reached via e-mail at rwarwick@ci.shoreview.mn.us.

Sincerely,

Rob Warwick
Senior Planner

Comments:

This idea goes directly AGAINST why I moved to shoreview. I moved here for larger lots & non-city like atmosphere. These older homes are key pieces to shoreviews history. If you approve it, you can be sure I will move immediately back to the Cities. Don't take away the larger rustic lots we are so proud of.

T:\planning case files\2011\2427-11-20 rasmussen

Name: Joe Kanyaletha
Address: 4800 Hansen Rd (directly behind)

my parents were actually extremely interested in buying the house. However, when we heard about the subdivision we threw that idea away. Is the contractor even licensed? To me his drawing is inaccurate. The garage is on the wrong side of the house.

MEMORANDUM

TO: ROB WARWICK

FROM: TOM HAMMITT 

DATE: SEPTEMBER 16, 2011

SUBJECT: LOT SPLIT, 4877 NOTTINGHAM PLACE

This is an updated version of the 2005 memo regarding this property. Attached is a copy of the memo I wrote back in October 1993 regarding the payment of assessments and hook up costs for the lot split at 4877 Nottingham Place. The amount of the connection charges in lieu of assessments are still accurate. Also as a matter of policy, we collect the source and supply at the same time. Listed below are the amounts that shall be collected at the time of the lot split:

Water	\$ 2,005.20
Sanitary Sewer	\$ 1,068.00
Source & Supply	<u>\$ 775.00</u>
Total	\$ 3,848.20

The following are updated fees for connecting the new home (4867 Nottingham Pl) to water and sanitary sewer.

WATER

Connection Charge	\$ 275.00*
Meter charge- 5/8 X 3/4 (includes tax)	233.75*
Permit/Inspection	<u>\$ 30.00**</u>
Water Subtotal	\$ 538.75

SANITARY SEWER

MCES SAC Charge (2011)	\$2,230.00*
Connection Charge	275.00*
Permit/Inspection	<u>\$ 30.00**</u>
San Sewer Subtotal	\$2,535.00

STREET RESTORATION ESCROW \$2,000.00*

This escrow is refunded upon satisfactory completion of the necessary street repairs to facilitate constructing sewer and water in the public right of way.

The sanitary sewer and water taps required in the street shall be done by the owner's contractor and inspected by the City.

* collect on building permit

** collect on Water and Sewer Permit

**SUBDIVISION AGREEMENT
JEREEN RASMUSSEN
4877 NOTTINGHAM PLACE**

1.0 THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the “City”) and Tor Unstad, his successors and assigns (hereinafter the “Developer”).

2.0 On October 17, 2011 the City gave approval to subdivide certain property located within the City and described as follows (hereinafter the “subject property”)

*Lot 5, Block 2, Sherwood Forest, and of Nottingham Place, vacated, adjoining said Lot 5 which lies West of the Southerly extension of the most Easterly line of said Lot 5,
Ramsey County, Minnesota
(commonly known as 4877 Nottingham Place)
Property Identification Number 14-30-23-24-0046*

Which when subdivided will be legally described as:

*Parcel A: That part of Lot 5, Block ,2 Sherwood Forest and of Nottingham Place, vacated, adjoining said Lot 5 which lies West of the Southerly extension of the most Easterly line of said Lot 5 and North of a line drawn 100.00 feet North of and parallel with the South line of said Lot 5,
Ramsey County, Minnesota.*

*Parcel B: That part of Lot 5, Block 2, Sherwood Forest and of Nottingham Place, vacated, adjoining said Lot 5 which lies West of the Southerly extension of the most Easterly line of said Lot 5 and South of a line drawn 100.00 feet North of and parallel with the South line of said Lot 5,
Ramsey County, Minnesota, lying east of the west 126 feet thereof.*

3.0 Pursuant to City Ordinances, the Developer is required:

- A. To make certain improvements to the subject property.
- B. To provide the City with a form of surety, approved by the City’s Attorney, insuring completion of any required improvements which remain incomplete at the time of the Developer’s request for final approval.
- C. To make a public land dedication to the City or, in lieu thereof at the discretion of the City Council, to make a cash equivalent payment prior to recording the deeds for the parcels.
- D. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

4.0 The approval of the City’s council was subject to the terms and conditions contained herein, and the following conditions as approved by the City Council on October 17, 2011:

1. The minor subdivision shall be in accordance with the plans submitted.
2. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations prior to the City endorsing the deed for recording. The fee shall be based upon 4% of the current fair market value of the property, as determined by an appraisal or the sales price.
3. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be dedicated before the City will endorse the deed for recording.
4. Payment for City water and sanitary sewer availability to the new lot in the amount of \$3,848.20. Municipal water and sanitary sewer service shall be provided to the new lot.
5. The south driveway on Parcel A shall be removed and the area restored prior to endorsement of deeds by the City for recording with Ramsey Council. In the event that weather prevents restoration, the Developer may submit a surety in the amount of \$750.00 to insure removal and restoration of the driveway area.
6. The applicant shall enter into a Development Agreement with the City. This agreement shall be executed prior to the City's release of the deed for recording.
7. A tree protection and replacement plan shall be submitted prior to issuance of a building permit for Parcel B. The approved plan shall be implemented prior to the commencement of work on the property and maintained during the period of construction. The protection plan shall include wood chips and protective fencing at the drip line of the retained trees.
8. An erosion control plan shall be submitted with the building permit application and implemented during the construction of the new residence.
9. A final site-grading plan shall be submitted and approved prior to issuance of a building permit.
10. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.

5.0 Terms and Conditions. In compliance with the requirements of the City's Development Regulations; in compliance with the City Council's conditions of approval; and in consideration of the undertakings herein expressed, the City and Developer agree as follows:

A. Conditions Precedent. Prior to the City's endorsement of the Deed of Conveyance which will effectuate the subdivision of the Subject Property into Parcel A and B, the Developer shall:

1. Pay Public Use Dedication Fee. The Developer agrees to pay a public recreation use dedication fee in the form of a Cash Equivalent Payment based on the fair market value of Parcel B by reference to current market data, if available, or by obtaining an appraisal of the land from a licensed real estate appraiser. The Developer shall pay the cost of such appraisal before the City will endorse deeds for recording with Ramsey County. The fair market value conclusions of the appraiser shall be conclusive. Except as hereinafter provided, the cash equivalency payment shall be due and payable on or before the execution of a development agreement or endorsement of the deeds by the City. The Cash Equivalency Payment required on a residential use depends upon the density of dwelling units per acre on the proposed

development or subdivision. The proposed development has a density of 2.1 to 3 units per acre, therefore, **the Cash Equivalency Payment shall equal 4% of the fair market value.** Credit will be given for the existing dwelling on the subject property.

2. Public Easements. Drainage and Utility easements shall be conveyed to the City as required by the Public Works Director as required by the Municipal Code.
3. Sanitary Sewer and Water Fees – Deferred Assessment. Parcel B has not been assessed for its share of costs of sanitary sewer or water main. The developer agrees to pay a sanitary sewer and water fee in lieu of an assessment. The fees are based on the assessments at the time the utilities were constructed:

a. Sanitary Sewer (Project 67-1A)	\$1,068.00
b. Water Main (Project 76-B)	\$2,005.20
4. Trunk Water Facility Charges. The City established this Charge to help pay for the trunk water facilities, and it is collected in two parts. The first part of the Charge is based on the lot width of Parcel B at a rate of \$7.75 per foot, and so the total is **\$775.00** for Parcel B. The second part of the Charge will be due with the building permits for new house on Parcel B for connection to municipal water service.
5. Maintenance of Private Sanitary Sewer and Water Services. Developer agrees that all sanitary sewer and water facilities, pipes or appurtenances installed on the Subject Property are private, and Developer, its successors and assigns, shall be solely responsible for the maintenance, repair and replacement of such sanitary sewer and water improvements.
6. Abandonment of South Driveway, Parcel A. Parcel A is developed with two driveways. The north driveway leads directly to the detached garage. The south driveway was used to access a detached garage that was removed in 1993. The south drive shall be abandoned and the area restored to yard prior to endorsement of the deed for recording with Ramsey County. In the event that weather prevents restoration, the Developer may submit a surety in the amount of \$750.00 to insure removal and restoration of the driveway area.

6.0 Default. The occurrence of any of the following after written notice from the City shall be considered an “Event of Default” in the terms and conditions contained in this Agreement. Said default shall be cured within a reasonable time period as specified by the City.

- A. The failure of the Developer to comply with any of the terms and conditions contained in this Agreement;
- B. The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.

7.0 Remedies. Upon the occurrence of an Event of Default, the City, in addition to any other remedy which may be available to it shall be permitted to do the following:

- A. The City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
- B. The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
- C. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
- D. Exercise any other remedies, which may be available to it, including an action for damages.
- E. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
- F. In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally commenced or taken.

8.0 **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this **17th day of October, 2011**.

DEVELOPER

Jereen Rasmussen
4877 Nottingham Place

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

DEVELOPMENT AGREEMENT

PARCEL B - SUBDIVIDED FROM 4788 NOTTINGHAM PLACE

1.0 THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the "City") and Jereen Rasmussen, her successors and assigns (hereinafter the "Developer").

2.0 On October 17, 2011 the City gave approval to subdivide and develop certain property located within the City and described as follows (hereinafter the "Subject Property")

*Lot 5, Block 2, Sherwood Forest, and of Nottingham Place, vacated, adjoining said Lot 5 which lies West of the Southerly extension of the most Easterly line of said Lot 5,
Ramsey County, Minnesota
(commonly known as 4877 Nottingham Place)
Property Identification Number 14-30-23-24-0046*

Which when subdivided will be legally described as:

Parcel A: That part of Lot 5, Block ,2 Sherwood Forest and of Nottingham Place, vacated, adjoining said Lot 5 which lies West of the Southerly extension of the most Easterly line of said Lot 5 and North of a line drawn 100.00 feet North of and parallel with the South line of said Lot 5, Ramsey County, Minnesota.

Parcel B: That part of Lot 5, Block 2, Sherwood Forest and of Nottingham Place, vacated, adjoining said Lot 5 which lies West of the Southerly extension of the most Easterly line of said Lot 5 and South of a line drawn 100.00 feet North of and parallel with the South line of said Lot 5, Ramsey County, Minnesota, lying east of the west 126 feet thereof.

3.0 Pursuant to City Ordinances, the Developer is required:

- A. To make certain improvements to the Subject Property.
- B. To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements which remain incomplete at the time of the Developer's request for final approval.

- C. To make a public land dedication to the City or, in lieu thereof at the discretion of the City Council, to make a cash equivalent payment prior to recording the deeds for the parcels.
- D. To follow certain procedures, as determined by the City, to control soil erosion during the development of the Subject Property.

4.0 Terms and Conditions. In compliance with the requirements of the City's Development Regulations; in compliance with the City Council's conditions of approval; and in consideration of the undertakings herein expressed, the City and Developer agree to develop Parcel B as follows:

A. Conditions Precedent. Prior to the City's issuance of a building permit on Parcel B, the Developer shall:

- 1. Grading, Drainage and Erosion Control Plan. The Developer shall prepare a grading, drainage erosion control plan for any site work that disturbs soil on the Subject Property, including, but not limited to, utility work, construction of a new house or installation of a new driveway. No site grading shall occur prior the Developer obtaining a Grading or Building Permit approved and issued by the City and prior to the installation of approved erosion control measures. The natural drainage pattern shall be retained.

To ensure erosion control during the development of the Subject Property, the Developer is required to submit a financial surety deposit, in a form approved by the Public Works Director. Said deposit shall be submitted prior to, or concurrently with, the issuance of a building permit.

- 2. Installation and Maintenance of Sanitary Sewer and Water Services. Developer agrees that all sanitary sewer and water facilities, pipes or appurtenances installed on the Subject Property are private, and Developer, its successors and assigns, shall be solely responsible for the maintenance, repair and replacement of such sanitary sewer and water improvements.

A. Sanitary Sewer Service and Municipal Water Service (Public Utilities). Public Utilities are available in the Nottingham Place right-of-way. Sewer and water service stubs to service the Subject Property shall be constructed in accordance with the City's ordinances and regulations, and pursuant to specifications approved by the City Engineer.

B. Surety. Developer agrees to provide all labor and materials for the installation of any and all taps and pipe from the mains located in the Nottingham Place right-of-way to the property line. The installations shall be according to City standards, as required by the Public Works Director. The Developer shall provide the City with a **Surety Deposit in the amount of \$3,000.00** insuring proper installation and road restoration. THE DEVELOPER

UNDERSTANDS THAT THE CITY WILL NOT ISSUE A BUILDING PERMIT FOR CONSTRUCTION OF ANY NEW RESIDENCE ON PARCEL B PRIOR TO RECEIPT OF THIS SURETY DEPOSIT.

3. Tree Preservation. Trees shall be preserved as possible. Protective tree fencing shall be installed in accordance with the City's Vegetation and Woodlands Ordinance. A wood chip berm, a minimum of 2 feet wide and 18 inches deep, shall be installed inside of the tree protection fence. The tree protection fence and wood chip berm shall be maintained during the period of site work. Minor revisions to the plan may be permitted with approval by the City Planner.
4. Tree Replacement. The Developer, his assigns, or successors in interest, shall submit a tree removal and replacement plan with any building permit application for the Subject Property. The plan shall show the location of Landmark Trees, as defined in the Municipal Code, within **30 feet of the limits** of construction and the construction access drive and identify any Landmark Trees that will be removed. The plan shall show the proposed replacement trees and their locations. Replacement trees are required at a ratio of one (1) replacement tree for each Landmark Tree removed. A surety will be required for the replacement trees prior to the issuance of a building permit.
5. Construction Management. The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:
 - A. Definition of Construction Area. The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director.
 - B. Parking and Storage of Materials. Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No fill, excavated material or construction materials shall be stored in any public right-of-way.
 - C. Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 7:00 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on any weekend or holiday.
 - D. Site Maintenance. The Developer shall ensure that the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City.

5.0 Other Costs. In addition to the other fees required by the City regulations for this agreement, the Developer agrees to reimburse the City for all costs, of whatever kind or nature, incurred by the City in reviewing or processing the Developer's application or administration of the installation of public infrastructure, including but not limited to costs incurred for legal or other consultants.

6.0 All Costs Responsibility of Developer. The Developer agrees to pay for all costs incurred of whatever kind or nature in order to construct the improvements required by the City's regulations. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements, or the development of the Subject Property. The Developer agrees to hold the City harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the property or the acts of the Developer, its agents or contractors in relationship thereto.

7.0 Financial Surety Escrows. The Developer is required to submit financial surety escrows as identified in this agreement. The developer agrees to reimburse the City at a rate of \$55.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of this agreement. THE DEVELOPER UNDERSTANDS THAT THE CITY WILL NOT ISSUE A BUILDING PERMIT FOR CONSTRUCTION OF ANY NEW RESIDENCE ON TRACT B PRIOR TO RECEIPT OF THESE SURETY DEPOSITS.

- A. The developer shall not receive interest on the amount of the surety.
- B. The developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Agreement For Grading, Drainage and Erosion Control and to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, as determined by the Engineering Department. The surety may also be utilized for clean-up or restoration of areas off of the construction site that are directly or indirectly impacted by conditions on the site.
- C. The developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 24 hours. In the event the remedy is not satisfactorily in place within that time period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.
- D. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined that the need for erosion control has been satisfied.
- E. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.
- F. This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

8.0 Other Agency Approvals. It is the Developer's responsibility to apply for and to acquire all other required agency permits prior to commencing construction, including any approvals necessary from the Rice Creek Watershed District.

9.0 Default. The occurrence of any of the following after written notice from the City shall be considered an "Event of Default" in the terms and conditions contained in this Agreement. Said default shall be cured within a reasonable time period as specified by the City.

- A. The failure of the Developer to comply with any of the terms and conditions contained in this Agreement;
- B. The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.

10.0 Remedies. Upon the occurrence of an Event of Default, the City, in addition to any other remedy which may be available to it shall be permitted to do the following:

- A. The City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
- B. The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
- C. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
- D. Exercise any other remedies, which may be available to it, including an action for damages.
- E. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
- F. In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally commenced or taken.

11.0 **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this **17th day of October, 2011.**

DEVELOPER

Jereen Rasmussen, 4877 Nottingham Place

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Resolution No. 11-77, calling for a public hearing to be held on December 19, 2011 in consideration of a proposed modification of Municipal Development District No. 2, the establishment of Tax Increment Financing District No. 7 (an Economic Development District) and proposed adoption of a Tax Increment Financing Plan – relating to the Cascades/Shoreview Senior Living Project.

VOTE: AYES: _____ NAYS: _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

To: Mayor and City Council Members

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: October 12, 2011

Re: Resolution Calling for a Public Hearing on Proposed Modification of Municipal Development District No. 2, Establishment of Tax Increment Financing District No. 7 (an Economic Development District) and Adoption of a Tax Increment Financing Plan – Relating to the Cascades/Shoreview Senior Living Senior Housing Project

Introduction

The developer of the proposed Shoreview Senior Living – Cascades senior housing project is preparing to finally move forward with construction the building, and is seeking tax increment financing assistance from the City. As required, the City Council must hold a public hearing in consideration of the establishment of a new tax increment financing district and a resolution calling for a public hearing on December 19, 2011 has been prepared for consideration.

Background

The Cascades project was approved in 2008, but was delayed due to the unsettled housing market and tighter restrictions in financing of multi-family housing. City staff has had preliminary discussions with the developer and his financing representatives to discuss the potential use of tax increment financing (TIF) to support some of the eligible project costs through the creation of a new TIF district. The City has provided similar financing for our other senior housing developments.

The request is for \$750,000 in tax increment support from the City and would be funded through the establishment of a new Economic Development Tax Increment Financing District. Through the temporary authority granted to cities by the State Legislature to support construction and job creation, Economic Development Districts can be created to assist with market rate housing projects so long as construction activity commences prior to January 1, 2012. Since the Cascades project has received necessary approvals, it should be possible for site work to begin before the end of this year to meet the legislative deadline. However, the City is required to provide a 45-day notification period to School Districts and the County thereby necessitating the scheduling of the public hearing at this time.

While the formal tax increment application will be formally reviewed by the EDA at the November meeting, the EDA has reviewed the concept and directed staff to gather additional information from the applicant to assist with our due diligence of the project merits and proposed financing.

Staff has developed the following preliminary schedule for the establishment of a new TIF District and financing approval:

→ Call for Public Hearing – TIF District (45 day notice)	October 17
→ EDA Review TIF District Plan	November 14
→ EDA Review TIF Development Agreement	November 14
→ Planning Commission TIF Finding	December 6
→ City Council Public Hearing for TIF District and TIF Development Agreement	December 19

The Economic Development Authority passed a resolution at their October 10th meeting recommending that the City Council call for a public hearing. Attached is proposed Resolution No. 11-77, which calls for a public hearing to be held on December 19, 2011 in consideration of tax increment financing actions relating to the Cascades/Shoreview Senior Living Project.

Recommendation

Staff recommends the City Council adopt Resolution No. 11-77, calling for a public hearing to be held on December 19, 2011 in consideration of a proposed modification of Municipal Development District No. 2, the establishment of Tax Increment Financing District No. 7 (an Economic Development District) and proposed adoption of a Tax Increment Financing Plan – all relating to the Cascades/Shoreview Senior Living Project.

THE CITY OF SHOREVIEW

RESOLUTION NO. 11-77

RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY OF SHOREVIEW ON THE PROPOSED MODIFICATION OF MUNICIPAL DEVELOPMENT DISTRICT NO. 2, ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 7 (AN ECONOMIC DEVELOPMENT DISTRICT) AND PROPOSED ADOPTION OF A TAX INCREMENT FINANCING PLAN.

BE IT RESOLVED. By the City Council (the "Council") of the City of Shoreview, Minnesota (the "City") as follows:

Section 1. Public Hearing. This Council shall meet on Monday, December 19, 2011 at approximately 7:00 pm, to hold a public hearing on the proposed modification of the Development Program for the Municipal Development District No. 2 and the proposed establishment Tax Increment Financing District No. 7, and the proposed adoption of a Tax Increment Financing Plan, therefor, all pursuant to and accordance with Minnesota Statutes, Sections 469.090 through 469.1081, inclusive, as amended, and with Minnesota Statutes, Sections 469.124 to 469.134, inclusive as amended, and Minnesota Sections 469.174 through 469.174, inclusive, as amended in an effort to encourage the development and redevelopment of certain designated areas within the City; and

Section 2. Notice of Public Hearing, Filing of Plans. City staff is authorized and directed to prepare the Development Program and the Tax Increment Financing Plan (the "Plans") and forward documents to the appropriate taxing jurisdictions including Ramsey County and Independent School District No. 621. The City Manager is authorized and directed to cause notice of the hearing, together with the appropriate map as required by law, to be published at least once in the official newspaper of the City not later than 10, nor more than 30 days prior to December 19, 2011, and to place a copy of the Plans on file in the City Manager's office at City Hall and to make such copy available for inspection by the public.

Date: _____

Adopted:

Sandy Martin, Mayor

ATTEST:

Terry Schwerm, City Manager

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the Joint Powers Agreement among members of the Ramsey County Geographic Information Systems User Group and the City of Shoreview.

ROLL CALL: AYES _____ NAYS _____

HUFFMAN _____

QUIGLEY _____

WICKSTROM _____

WITHHART _____

MARTIN _____

Regular Council Meeting
October 17, 2011

TO: MAYOR AND COUNCILMEMBERS

FROM: TESSIA MELVIN
ASSISTANT TO THE CITY MANAGER

DATE: OCTOBER 17, 2011

SUBJECT: JOINT POWERS AGREEMENT FOR THE RAMSEY COUNTY
USERS GROUP

INTRODUCTION

Over the past fourteen years, the City of Shoreview has had a Joint Powers Agreement with the members of the Ramsey County Geographic Information Systems Users Group. The group's goal has been to encourage organizations to work together to develop a means to share resources, data and ideas for the establishment and maintenance of geographic information systems (GIS) within local units of government.

BACKGROUND

Since 1997, the City has participated in the Ramsey County Geographic Information Systems Users Group (RCGISUG) through a Joint Powers Agreement. Participation in the RCGISUG enables the City to obtain digital representation of the Ramsey County parcel base map and associated attribute data from its taxation database. Since inception, the range of available digital information has been expanded to include representation of physical features, such as buildings, road edges, water bodies, and contours. These data sets form the foundation for the City to accurately map and inventory municipal infrastructure, including sanitary and storm sewers, trails, streetlights, and water service.

The RCGISUG also provides a forum for municipalities and agencies located in Ramsey County to work together to enhance the GIS information available to residents and local government. Several staff members represent the City on the RCGISUG, including a Senior IS Analyst who is currently the Chair of the group.

The annual data access and physical feature maintenance fee for the City of Shoreview for the next three years is approximately \$3,000 annually. The fee is based upon the population of the City as determined by the Metropolitan Council and a population factor based on the value of the data available to the member. It has been estimated that the City would have to pay more than \$6,000 to obtain data from the County each time we wanted updated information for GIS purposes if we did not have this agreement.

By participating in the Joint Powers Agreement, the City has access to other governmental agencies to obtain valuable information for land use analysis, economic

development, mapping, parcel history, TIF Districts, CIP projects, etc. The City also has access to aerial color photos and physical features that are updated every two to three years, as well as historical aerial photographs from the 1940's, 50's, 70's, and 80's. The Users group also provides licensing to the Pictometry software, providing oblique aerial photographs of the City for 2011, 2008 and 2006.

The Joint Powers Agreement that the RCGISUG operates under expires on December 31, 2011. Attached is a three-year agreement that allows members to operate collectively to acquire and utilize geographic information system (GIS) from Ramsey County and other sources. The Joints Powers Agreement will be effective January 1, 2012, through December 31, 2014. There are no changes from the previous agreement.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor and City Manager to authorize execution of the Joint Powers Agreement between the City and the Members of the Ramsey County Geographic Information Systems Users Group.

JOINT POWERS AGREEMENT

AMONG

MEMBERS OF THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS USERS GROUP

This JOINT POWERS AGREEMENT ("Agreement") is entered into pursuant to the provisions of Minn. Stat. §471.59 among Governmental Units for the purposes of forming the Ramsey County Geographic Information System Users Group ("Users Group").

ARTICLE I. INTENT OF THIS AGREEMENT

In 1995, an informal alliance, known as the Ramsey County Geographic Information System Users Group ("Users Group"), was formed among Governmental Units interested in using Geographic Information Systems (GIS) and data created and maintained by Ramsey County. This agreement is intended to establish and enable the Users Group to represent the parties to this Agreement for the purposes of undertaking negotiations and transactions.

ARTICLE II. DEFINITIONS

Section 1. **Members** means those Governmental Units that have executed this Joint Powers Agreement and have paid fees as provided in Article X.

Section 2. **Governmental Unit** has the meaning set forth in Minnesota Statutes §471.59.

Section 3. **Users Group** means a group made up of one representative of each Member with the powers and responsibilities described in this Agreement.

ARTICLE III. GIS BOARD OF DIRECTORS STRUCTURE

Section 1. There is hereby created a GIS Board of Directors (Board).

Section 2. Each Member shall appoint one person to serve as a Director. Each Member may also appoint a person to serve as an Alternate Director. Members shall notify the Board in writing if the Director or Alternate Director changes.

Section 3. The Board shall have the following officers: a Chair, Vice Chair, Secretary, and Treasurer (Officers).

Section 4. The Officers will be elected annually by the Board.

Section 5. The Officers shall serve on a voluntary basis without pay.

Section 6. A quorum will consist of at least 40% of the full membership of the Board, whether or not all vacancies have been filled.

Section 7. Decisions of the Board will be made by a majority of the quorum.

ARTICLE IV. DUTIES OF THE GIS BOARD OF DIRECTORS

Section 1. The Board shall meet at least two times per year.

Section 2. The Board shall conduct an organizational meeting no later than 30 days after the effective date of this Agreement. The organizational meeting shall include: the election of officers; the adoption of by-laws and other

procedures governing the conduct of its meetings and its business as it deems appropriate; the adoption of the Users Group Budget; review of the operating procedures within this Agreement.

Section 3. The Board shall approve and adopt the formula for the distribution of costs associated with access to Ramsey County GIS data and the updating of physical features. This formula shall be reviewed annually by the Board.

Section 4. The Board shall arrange for and facilitate regular meetings of the Users Group and for Users Group activities.

Section 5. The Chair presides at meetings of the Board. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.

Section 6. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.

Section 7. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.

Section 8. The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.

Section 9. The Board may:

- (i) Enter into contracts to carry out its powers and duties, in full compliance with any competitive bidding requirements imposed by State or local law;
- (ii) Provide for the prosecution, defense, or other participation in proceedings at law or in equity in which it may have an interest;
- (iii) Employ such persons as it deems necessary on a part-time, full-time, or consultancy basis;
- (iv) Purchase, hold, or dispose of real and personal property;
- (v) Contract for space, commodities or personal services with a Member or group of Members;
- (vi) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, and from other government units and may enter into agreements in connection therewith and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;
- (vii) Appoint a fiscal agent.

ARTICLE V. NEW MEMBERS

Section 1. Any Governmental Unit that is not a party to the initial Agreement may join as a Member at any time.

Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign this Joint Powers Agreement.

Section 3. New Members will pay the current one-time membership fee and the data exchange fee due for the year in which the new Member is joining, as set by the Board pursuant to Article IV, Section 3, as calculated by the current formula. Fees will not be pro-rated for new Members who join after January 1 of each year.

ARTICLE VI. GIS DATA TO BE SUPPLIED BY RAMSEY COUNTY

Section 1. It is the intent of this Agreement that the Users Group will negotiate an agreement with Ramsey County for the exchange of County GIS Data with Members at a preferential fee structure. A component of the fees will apply to the collection of aerial photography and maintenance of digital physical features derived from aerial photography.

Section 2. The GIS Data should consist of the following components generated and maintained by the County:

- (i) The Ramsey County Digital Base Map;
- (ii) The Ramsey County Attribute Data Base;
- (iii) The Physical Features File.

Section 3. The Board will negotiate on behalf of the Members for the cost and method of access to this data. Prior to each payment to Ramsey County, the Board shall determine whether it is satisfied with the content, accuracy, and timeliness of the data provided to date and make a determination if further payment shall be made.

ARTICLE VII. GIS DATA TO BE EXCHANGED AS PART OF THIS AGREEMENT

Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the requesting party's own use where that GIS data has been in some way derived and/or developed from the County GIS Data accessed through this Agreement or future agreements between the Users Group and Ramsey County. Members agree to exchange with Ramsey County and with any other Member any attribute data that it has created and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to exchange any building permit data requested by Ramsey County for the identification of future physical feature data base updates.

Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary relating to supply of GIS data generated by a Member.

Section 3. Any costs associated with a Member supplying data to Ramsey County or to any other Member shall be for access and delivery of that data only and not for any costs associated with the development of that data.

ARTICLE VIII. DATA ACCESS AND USAGE

Section 1. All Members shall have equal rights to access Ramsey County GIS Data.

Section 2. Data generated by Ramsey County and provided to Members may not be sold in its original form to third party agencies. However, a Member may allow use of the original data by a third party for specific contracted purposes.

Section 3. Data which results from enhancement of Ramsey County GIS Data by a Member, received pursuant to this Agreement, may be sold or exchanged to a third party.

Section 4. All Members will adhere to future Users Group license agreements for County or other agency GIS data.

ARTICLE IX. DATA SECURITY

All Members agree to abide by the data privacy and data security standards of the Member when using Ramsey County GIS Data or any derivative or enhancement of the data.

ARTICLE X. FINANCIAL MATTERS

Section 1. The fiscal year of the Users Group is the calendar year.

Section 2. The Board shall adopt an initial budget and must thereafter adopt an annual budget prior to July 1 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be mailed promptly thereafter to the chief administrative officer of each Member.

Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership fees. These costs could include Users Group administrative costs, purchase of liability insurance, and others as appropriate.

Section 4. Membership Fee: New Members shall pay a one-time membership fee of \$500 to the Users Group for the calendar year in which they are accepted into the User Group. The amount of this fee shall be reviewed and set annually by the Board of Directors for new Members.

Section 5. Data Access and Physical Features Maintenance Fee: Members shall commit to payment of data access and physical features maintenance fees, except where limited by State Statutes. Ramsey County will charge the Users Group for unlimited access to the Ramsey County GIS Data. This fee will be paid to Ramsey County by the Users Group on behalf of the Members. The amount to be paid by each will be determined by the Board.

Section 6. Special Projects Assessments: Members who wish to enter into special projects and consultations shall present proposals to the Board for review. Examples of special projects could be cooperative training or consortium purchase of software. Upon approval by the Board, those Members who are part of the project will be assessed to meet the cost of the project.

Section 7. Billings to the Members are due and payable no later than 60 days after the receipt of the invoice. In the event of a dispute as to the amount of a billing, a Member must nevertheless make payment as billed to preserve membership status. The Member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the Member Director. Failure to pay a billing within 120 days is grounds for termination of membership, but the Users Group's right to receive payment survives termination of membership.

ARTICLE XI. TERM

Section 1. The Term of this Agreement is January 1, 2012, through December 31, 2014.

Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2014 and be agreed upon and signed on or before December 31, 2014.

ARTICLE XII. TERMINATION

Each Member shall have the right to terminate its membership and participation in the Users Group by formal resolution of the Member's organization and communicated to the Board in writing. However, the Member is still obligated to its financial commitments for the year during which termination of membership occurs.

These commitments include:

- (i) Any balance of the Data Access/Physical Features Maintenance Fee. This commitment applies to all Members;
- (ii) Any balance owing on Special Projects Assessments. This commitment applies to Members which have entered into any special project agreement(s).

Termination of membership prior to expiration of the Agreement shall make the Governmental Unit ineligible to re-join the User Group during the Term of this Agreement.

ARTICLE XIII. DISSOLUTION

Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing. Dissolution is mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the required number of Members requesting dissolution.

Section 2. In the event of a dissolution, the Board must determine the measures necessary to effect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement and law.

Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Users Group will be distributed among the then existing Members in direct proportion to their cumulative annual contributions. If those obligations exceed the assets of the Users Group, the net deficit of the Users Group will be charged to and paid by the then existing Members in direct proportion to their cumulative annual contributions.

ARTICLE XIV. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the Users Group shall make available to the Member organizations and to the State Auditor, a copy of this Agreement and books, documents, accounting procedures and practices of the Users Group relating to this Agreement.

ARTICLE XV. HOLD HARMLESS

Section 1. Each Member agrees to defend, indemnify, and hold the other Members harmless from any claims, demands, actions or causes of action, including reasonable attorneys fees, against or incurred by such other Members, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or omission on the part of the indemnifying Member or any of its agents, servants or employees in the performance of or with relation to any of the work or services provided by Members under the terms of this Agreement.

Section 2. Nothing in this Agreement shall constitute a waiver by any Member of the Users Group of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.

Section 3. Under no circumstances, however, shall a Member be required to pay on behalf of itself and other Members, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

ARTICLE XVI. EQUAL EMPLOYMENT OPPORTUNITY

The Members and the Users Group agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability, or age.

ARTICLE XVII. DATA PRACTICES

Section 1. All data collected, created, received, maintained, or disseminated for any purpose in the course of either the Member's or the Users Group's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

Section 2. The Members and the Users Group agree to abide strictly by these statutes, rules, and regulations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on this ____ day of _____,
_____.

ORGANIZATION _____

Approved:

By: _____

(Mayor / Chair / President)

By: _____

(City Manager / Administrator)

DESIGNATED DIRECTOR TO REPRESENT ORGANIZATION:

Name: _____

Phone: _____

Email: _____

ALTERNATE DIRECTOR (IF APPLICABLE):

Name: _____

Phone: _____

Email: _____

By: _____

(Chair of Users Group)

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve Resolution No. 11-78 reducing the following escrows:

Erosion Control and Development Cash Deposits for the following properties
in the amounts listed:

3297 Owasso Heights Rd	TJB Homes	\$ 1,000.00
376 Owasso Blvd N	Richard Hagstrom	\$ 500.00

ROLL CALL: **AYES** _____ **NAYS** _____

HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
OCTOBER 17, 2011

TO: MAYOR, CITY COUNCIL, CITY MANAGER
FROM: THOMAS L. HAMMITT
SENIOR ENGINEERING TECHNICIAN
DATE: OCTOBER 13, 2011
SUBJECT: DEVELOPER ESCROW REDUCTIONS

INTRODUCTION

The following escrow reductions have been prepared and are presented to the City Council for approval.

BACKGROUND

The property owners/builders listed below have completed all or portions of the erosion control and turf establishment, landscaping or other construction in the right of way as required in the development contracts or building permits.

3297 Owasso Heights Rd	House demo erosion control completed
376 Owasso Blvd N	Erosion control completed

RECOMMENDATION

It is recommended that the City Council approve releasing all or portions of the escrows for the following properties in the amounts listed below:

3297 Owasso Heights Rd	TJB Homes	\$ 1,000.00
376 Owasso Blvd N	Richard Hagstrom	\$ 500.00

PROPOSED

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA**

HELD OCTOBER 17, 2011

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on October 17, 2011 at 7:00 p.m. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 11-78

**RESOLUTION ORDERING ESCROW REDUCTIONS
AT VARIOUS LOCATIONS IN THE CITY**

WHEREAS, various builders and developers have submitted cash escrows for erosion control, grading certificates, landscaping and other improvements, and

WHEREAS, City staff have reviewed the sites and developments and is recommending the escrows be returned.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Shoreview, Minnesota, as follows:

The Shoreview Finance Department is authorized to reduce the cash deposit in the amounts listed below:

3297 Owasso Heights Rd	TJB Homes	\$ 1,000.00
376 Owasso Blvd N	Richard Hagstrom	\$ 500.00

The motion for the adoption of the foregoing resolution was duly seconded by Member and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 17th day of October, 2011.

RESOLUTION NO. 11-78
PAGE TWO

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)
)
CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 17th day of October, 2011 with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates reducing various escrows.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 18th day of October, 2011.

Terry C. Schwerm
City Manager

SEAL

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the Resolution 11-74 accepting donations to Kids Corner in the amount of \$100.

ROLL CALL:	AYES _____	NAYS _____
------------	------------	------------

HUFFMAN	_____	_____
---------	-------	-------

QUIGLEY	_____	_____
---------	-------	-------

WICKSTROM	_____	_____
-----------	-------	-------

WITHHART	_____	_____
----------	-------	-------

MARTIN	_____	_____
--------	-------	-------

Regular Council Meeting
October 17, 2011

TO: MAYOR AND CITY COUNCIL

FROM: TESSIA MELVIN
ASSISTANT TO CITY MANAGER/COMMUNICATIONS

DATE: MONDAY, OCTOBER 17

SUBJECT: ACCEPTANCE OF DONATIONS FOR KIDS CORNER

INTRODUCTION

The philosophy of Kids Corner Preschool is to provide activities designed to promote social, physical and educational skills that meet the development needs of its participants. Donations of supplies assist teachers in providing a variety of activities for children.

BACKGROUND

Kids Corner offers children ages 2½ to 5 a variety of fun and educational activities designed to stimulate social and intellectual development. The program prepares children for Kindergarten. Melinda Gillis donated toys, games and books in the value amount of \$100.

RECOMMENDATION

Pursuant to City policy, the Council must officially accept any gifts of financial value. It is recommended that the Council adopt Resolution 11-74 accepting donations for Kids Corner.

Donated Toys to Kids Korner Preschool by Melinda Gillis

\$100⁰⁰

Dress up clothes

Dinosaurs

Pirate Ship

Island

Pirates

6 boxes of 24 piece puzzles

Large Size Winnie the Poo foam Puzzle

Wrap and Learn

Discovery toys Progressive Puzzle

Ravensburger Puzzle

Magnetic Farm Board

LifeSize Shrek Puzzles

Wooden Animal Floor Puzzle

Barbie Board Books

Books

Barbie Wood Puzzle

Discovery Toys Place and Trace

Teletubbie Wood Puzzle

101 Dalmatians Wood Puzzles

Discovery Toys Playful Patterns

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD OCTOBER 17, 2011**

* * * * * * * * * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on October 17, at 7:00 p.m.

The following members were present:

And the following members were absent:

introduced the following resolution and moved its adoption.

RESOLUTION NO. 11-74

A RESOLUTION ACCEPTING OF DONATIONS FOR KIDS CORNER

WHEREAS, the City of Shoreview has received the following donations (see attached list) from Melinda Gillis.

WHEREAS, the City Council is appreciative of the donations.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Shoreview, acknowledges and accepts the donations on the attached list, with gratitude and that the donations will be appropriated to Kids Corner.

The motion of the foregoing resolution was duly seconded by Member and upon a vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 17th day of October, 2011.

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified City Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council on the 17th day of March, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates to the acceptance of gifts for Kids Corner.

WITNESS MY HAND officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this 18th day of October, 2011.

Terry C. Schwerm, City Manager

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve changes to Employee Handbook Policy 7.01 - Health Care Benefits Package, Policy 7.21 - Voluntary Employee Benefit Association, and 8.40 - Unpaid Leave of Absence, as outlined in the attached report effective November 1, 2011.


ROLL CALL: AYES _____ NAYS _____

HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

Regular Council Meeting
October 17, 2011

Memorandum

To: Mayor and City Council

From: Laurie D. Elliott, Human Resources Manager 

Date: October 12, 2011

Re: Change to Health Care Benefits Package - Employee Handbook 7.01
Change to Voluntary Employee Benefit Associate - Employee Handbook 7.21
Change to Unpaid Leave of Absence Policy - Employee Handbook 8.40

Introduction and Background

The City has two types of employees. Regular employees are defined as someone who is employed on a regularly scheduled basis for at least 20 hours per week, in a single job category contained in the City's Job Classification Plan. Full-time employees in this group are eligible for benefits such as insurance and annual leave. Regular employees working less than 40 hours per week are not eligible for insurance coverage but do receive some other benefits on a pro-rated basis. Shoreview currently has 80 regular staff; 78 full-time and 2 part-time. The recommendations being made in this report, only affect this work group.

Associate employees are the other type of employee. Associate employees are part-time and/or seasonal in nature and include recreation program and Community Center staff such as lifeguards, fitness instructors, service desk, child care, rink attendants, and other recreation staff. This group is not eligible for benefits and is unaffected by changes to employee handbook policies.

Discussion

Health Care Benefits Package: Staff conducted extensive research of metro area cities and the benefit offerings they have for regular part-time employees. A majority offered health insurance benefits to their regular part-time staff. Based on the survey information, staff is recommending expanding insurance benefits to employees working 30 or more hours per week in a regular position. The City insurance and VEBA contribution would be the same for this group as for regular full-time staff.

This change is being brought forward at this time as we consider future service needs, budget constraints, and fiscal realities. Using part-time positions, job share, and reduced hours may become an important tool to meet Shoreview's service needs going forward. Our goal in hiring is to find the best person for a position. Hiring quality employees who are highly productive saves taxpayers money in the long run and keeps staffing levels down. A strong recruiting pool is important for meeting this objective. The recruiting pool for part-time positions can be improved by offering insurance benefits. This change will also impact employee retention efforts as we look to the future.

As noted above, this change would affect two current employees.

Unpaid Leave of Absence:

The change to the unpaid leave of absence policy (LOA) will create consistency among all unpaid leaves. Currently there are several unpaid leaves that are required under state or federal law; for example, Military Leave for Families, Civil Air Patrol Leave, Organ Donation Leave, etc. For these leaves of 10 days or less, we do not require the employee to pay a prorated portion of the insurance premiums. Unpaid LOAs are rare occurrences. An LOA that is less than 10 days is an even rarer occurrence. These shorter LOAs typically happen when an unexpected situation arises and the employee needs to take more time off than they have available in their annual leave bank. The time involved to prorate insurance costs and recoup the small payment exceeds the payroll and human resources effort involved.

The policy revision also allows an employee to maintain 16 hours of leave in their bank while on an unpaid leave, as a safeguard against needing to make another LOA request before the employee has had time to rebuild a leave balance.

Copies of the revised policies are attached for your consideration. New language is underlined and deleted language has over-striking.

Policy Considerations

Changes to the employee benefits package and time off require City Council approval.

Financial Considerations

The financial effect of this policy change can range from \$5,100 to \$9,360 annually, depending on the level of insurance coverage the employee chooses (single or family). The cost of this policy change would be the responsibility of the individual departments. The impact on the General Fund would depend on the position being filled. Of the two current part-time employees, only one is supported by the General Fund at a 25% of their salary and has City insurance coverage at this time due to their recent change to part-time regular status.

Recommendation

Based on the foregoing information it is recommended that the City Council approve changes to Employee Handbook policies 7.01, 7.21 and 8.40 effective November 1, 2011.

Policy: HEALTH CARE BENEFITS PACKAGE **Section:** 7.01

Approved by: City Council
Res. 95-95, 10-51

Page: 1 of 3

Effective Date: 11/6/95; rev. 1/1/99, 6/22/10

Policy

The City of Shoreview's Health Care Benefits Package consists of health, dental, and life insurance coverage provided through group insurance contracts. The City contributes a specific dollar amount toward the cost of insurance for regular full-time employees with a budgeted FTE of .75 or greater (working 30 or more hours per week). This amount is established by the City Council each year.

Presently, the City pays the full cost of single coverage and a portion of the cost for dependent coverage for regular full-time employees with a budgeted FTE of .75 or greater. The City contribution can be used toward single and/or dependent insurance coverages, except as noted below under "Life Insurance." Any remaining cost for dependent insurance is paid by the employee through payroll deduction. The specific employee contribution for those with dependent coverage depends on the plans selected and the amount contributed by the City each year.

Eligibility

Regular full-time employees with a budgeted FTE of .75 or greater are eligible for *health, life and dental* insurance coverage on the starting date specified, and under the terms and conditions specified, in the respective group contract.

Regular part-time employees with a budgeted FTE less than .75 (working 20-29 hours per week) are eligible to participate in the *health* insurance program, *at their own expense*, if the current provider allows this employee group. Participation is under the terms and conditions as specified in the respective group contract for *health* insurance coverage on the starting date specified, and under the terms and conditions specified in the group contract. ~~Regular part-time employees are~~ These employees are not eligible to participate in the life or dental insurance programs.

Minimum Coverage

All regular, full-time employees with a budgeted FTE of .75 or greater are required to select a minimum of single insurance coverage in each area (health, life, dental). Employees can choose single coverage in one area and family coverage in another. Married couples, both working as regular employees at the City and both eligible for health insurance benefits from the City, may select one family health insurance plan to cover both employees *when* there are other qualifying dependents. This exception also applies to the dental insurance plan. The City does not provide any monetary remuneration to the employees under this option.

Policy: HEALTH CARE BENEFITS PACKAGE **Section:** 7.01

Approved by: City Council

Page: 2 of 3

Life Insurance

Life Insurance Options for regular employees with a budgeted FTE of .75 or greater:

Basic Life: ~~All regular, full-time~~ Employees are provided with \$20,000 of basic term life insurance and accidental death and dismemberment insurance (AD&D).

Dependent Life: ~~Regular, full-time~~ Employees may purchase \$10,000 of dependent life insurance coverage (includes spouse and children). Employees who have not expended their allotment of the City contribution, may select dependent life insurance at City expense (if you have qualifying dependents), provided the cost does not exceed the City's contribution maximum. If the cost does exceed the contribution maximum, the employee can choose to pay the excess premium.

Employee Optional Life: ~~Regular, full-time~~ Employees may purchase optional life insurance on themselves up to five (5) times their salary or \$300,000, whichever is greater. In no case may an employee's life insurance coverage (basic + optional) exceed \$500,000. Employees who have not expended their allotment of the City contribution, may select employee optional life insurance up to \$100,000 at City expense, provided the cost does not exceed the City's contribution maximum. If the cost does exceed the maximum, the employee can choose to pay the excess premium.

Evidence of insurability may be required for employee optional life insurance.

Spouse Optional Life: ~~Regular, full-time~~ Employees may purchase optional life insurance on their spouse up to four (4) times their salary or \$250,000, whichever is greater. In no case may optional spouse life insurance exceed \$500,000. City funds cannot be used to purchase spouse optional life insurance. Evidence of insurability may be required.

Accidental death and dismemberment coverage is available at an additional cost to the employee for employee and spouse optional life insurance.

The City's contribution will not exceed the amount approved by the City Council at any time.

Policy: HEALTH CARE BENEFITS PACKAGE **Section:** 7.01

Approved by: City Council

Page: 3 of 3

Open Enrollment An open enrollment period is held each Fall for health and life insurance for employees who want to change their levels of coverage. Dental coverage changes can be made at any time and are subject to late enrollment waiting periods unless there is a qualifying change of status (see below).

Change of Status Certain events qualify as a "change of status" and allow an employee to make changes to their insurance coverage during the year. Examples include marriage, birth, adoption and divorce. You must notify the Human Resources Manager of any change in status within 30 days of the change.

Insurance Continuation Employee's leaving the City of Shoreview can continue their health, dental and life insurance on the City's group policy under a federal law known as COBRA (Consolidated Omnibus Budget Reconciliation Act) and/or under Minnesota state law. See Section 10.30 for further information on Insurance Continuation.

For information on insurance purchase while on workers' compensation, short-term disability, unpaid leave of absence, or other unpaid leave, please see the appropriate section in this handbook.

Subject to Change The terms and conditions of these benefits are subject to change from time to time.

Additional Information For more information, contact the Human Resources Manager.

Policy: VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA) **Section:** 7.21

Approved by: City Council **Page:** 1 of 1

Motion 11-15-04; Res 10-51

Effective Date: 01-01-05; rev. 6/22/10

**Program
Description**

The Voluntary Employee Benefit Association (VEBA) is a medical reimbursement account (HRA), similar to a flexible benefits plan, whereby funds are used to pay for qualifying out-of-pocket medical expenses. The City implemented the VEBA program in 2005 to help offset the higher deductible in the City's health insurance plan. While there are a number of similarities to a Flex medical spending account, there are also several important differences, including:

- Contributions to the VEBA are made by the City on the employee's behalf. No contributions are made by the employee.
- Contributions to the VEBA trust account earn interest.
- Money that isn't spent rolls to the next year and any subsequent years.
- VEBA money is tax-free going in, and tax-free coming out.
- When an employee leaves employment or retires, the money is the employee's to spend on future qualifying medical expenses or premiums.

Eligible Employees

All regular employees with a budgeted FTE of .75 or greater become eligible for VEBA contributions on the first day of the month following the first day of regular, *full-time* employment with the City.

Contributions

The City makes bi-monthly contributions to the employee's VEBA account in conjunction with the first and second payrolls of each month.

**Medical
Reimbursement**

IRS Publication 502 determines what medical expenses qualify for reimbursement from both the Flex Plan and the VEBA accounts. You can be reimbursed for qualifying medical expenses of dependents, even if you carry single health/dental coverage.

**VEBA & Flex
Claim Coordination**

Because of the IRS "Use it or Lose it" regulation on flex medical accounts, medical claims will always be paid out of the flex account first, if the employee is participating in that program, and then paid from the VEBA account.

**Leaving
Employment**

VEBA money is set up in a Trust account in the employee's name. Employees can continue to access it and pay qualifying medical expenses until the account is depleted.

Death Benefit

The IRS issued a clarification in late 2005 stating that upon the death of the employee any remaining VEBA funds go to a spouse or *dependent* child. If there is no spouse or dependent child, the balance remaining in the individual's account reverts back to the VEBA. The funds would then be used to pay administrative fees.

Policy: UNPAID LEAVE OF ABSENCE

Section: 8.40

Approved by: City Council
Res. 95-95, 10-51

Page: 1 of 2

Effective Date: 11/6/95; rev. 6/22/10

Policy

The City of Shoreview may grant an unpaid leave of absence to an employee upon written request.

Notice

The employee must request a leave of absence in writing and forward it to their immediate supervisor, who will then direct the request to the department director or the City Manager with the supervisor's/department director's recommendation. ~~Prior to requesting a leave under this section, an employee must first exhaust all available paid leave.~~

Approval

An unpaid leave of absence requires the *advance written* approval of the City Manager. The unpaid leave of absence may be granted at the discretion of the City Manager based on consideration of the following factors:

1. Municipal service needs;
2. The employee's performance record and length of service;
3. The reason(s) for the request;
4. The employee will have 16 hours or less in their annual leave bank at the start of the unpaid leave of absence.
- 4~~5~~. Any other relevant information; and
- 5~~6~~. The supervisor and/or department director recommendation.

Limits

If granted, the unpaid leave of absence may not exceed ninety (90) continuous calendar days. An extension beyond that period may be requested in writing and granted at the discretion of the City Manager based on the above considerations. An unpaid leave of absence shall not exceed six (6) months, except as noted below.

Employee's who have been disabled while performing job duties at the City of Shoreview, may have their unpaid leave of absence extended beyond six (6) months, at the discretion of the City Manager, based on the above considerations.

Status of Benefits

Up to Ten (10) Working Days

For requests of ten or fewer days, an employee will accrue annual leave as if they were still at work. There will be no paid holidays or other forms of indirect compensation at during this time.

More than Ten (10) Working Days

Requests that are longer than 10 working days will not accrue benefits including annual leave, holidays, or other forms of indirect compensation. will not accrue during an unpaid leave of absence.

If applicable, step increases and probationary periods will be extended by the length of the unpaid leave.

Policy: UNPAID LEAVE OF ABSENCE

Section: 8.40

Approved by: City Council

Page: 2 of 2

**Insurance
Continuation**

For an unpaid absence request of ten (10) working days or less, the City will continue the insurance contribution as if the employee were still at work.

Leave of absence requests that are more than ten (10) working days are considered. An unpaid leave of absence is a COBRA (insurance continuation) qualifying event (see Section 10.30 in this handbook for more information about COBRA and state continuation laws). The employee may continue to be covered by group health, dental and life insurance, but will be responsible for paying one hundred percent (100%) of the premium costs effective the first day of the leave. During the first calendar month the employee will be responsible for paying the pro-rated portion of their monthly insurance premiums for the days they are on unpaid leave. If the employee is on an unpaid leave of absence on the first day of the month, they will be responsible for paying the entire premium(s) for that month.

If an employee chooses to discontinue some or all insurance coverages while they are on an unpaid leave of absence, requirements for reinstatement of insurance will be determined by the insurance contract(s) in effect at that time.

Short-term and long-term disability insurance are not continued while an employee is on an unpaid leave of absence. This applies to all leaves of absence regardless of the length of the leave.

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve Resolution No. 11-75 establishing the project and ordering the preparation of a report determining the feasibility of street/infrastructure reconstruction of the County F, Demar, Floral Neighborhood, City Project 12-01.

ROLL CALL:	AYES	NAYS
HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
OCTOBER 17, 2011

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: TOM WESOLOWSKI, ASSISTANT CITY ENGINEER

DATE: OCTOBER 12, 2011

SUBJECT: COUNTY ROAD F, DEMAR, FLORAL NEIGHBORHOOD
ROAD RECONSTRUCTION, CITY PROJECT # 12-01
AUTHORIZE THE PREPARATION OF A FEASIBILITY REPORT

INTRODUCTION

Street reconstruction projects are typically initiated by the City Council directing the City Engineer to prepare a feasibility report describing the proposed improvements. Pursuant to the Chapter 429 of State Statutes, and consistent with the City's past practice on roadway improvement projects, it is required that the Council authorize the preparation of a feasibility report for the County F, Demar, Floral Neighborhood Road Reconstruction, City Project 12-01.

DISCUSSION

Shoreview's Capital Improvement Program includes the reconstruction of the County F, Demar, and Rustic Neighborhood. This project would include County Road F west of Highway 49, Demar Avenue west of Highway 49, and Floral Drive. See the attached map showing the location of the roadways considered for reconstruction in 2012.

The first step of the project development process is to authorize the preparation of a feasibility report. The feasibility report will include an evaluation of the existing street, storm sewer, sanitary sewer, and water main infrastructure. The report will also include a cost estimate of any proposed improvements and identify sources of funding. Based on this estimate and the need for improvements, the report will determine if the proposed improvements are technically and financially feasible.

SCHEDULE

Data collection and soil borings for next year's planned project will be commencing shortly, and a public informational meeting will be scheduled in November or December. Construction of the proposed project, if ordered, would not begin until the spring of 2010.

RECOMMENDATION

It is recommended that the City adopt Resolution 11-75 establishing the project and ordering the preparation of a feasibility report for the reconstruction of County Road F west of Highway 49, Demar Avenue west of Highway 49, and Floral Drive.

CITY PROJECT 12-01



**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD OCTOBER 17, 2011**

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on at 7:00 p.m. The following members were present:

and the following members were absent:

Councilmember introduced the following resolution and moved its adoption.

RESOLUTION NO. 11-75

ORDERING PREPARATION OF A FEASIBILITY REPORT
FOR
COUNTY F, DEMAR, FLORAL NEIGHBORHOOD ROAD RECONSTRUCTION,
CITY PROJECT 12-01

WHEREAS, the City's adopted Capital Improvement Program includes a project involving the reconstruction of County Road F west of Highway 49, Demar Avenue west of Highway 49, and Floral Drive, and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to the Minnesota Statutes, Chapter 429.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHOREVIEW, MINNESOTA:

1. County F, Demar, Floral Neighborhood Road Reconstruction is hereby established as City Project 12-01.
2. That the proposed improvement be referred to the City Engineer for study and that he is instructed to report to the Council with all convenient speed advising them in a preliminary way as to whether the proposed improvement is feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

The motion for the adoption of the foregoing resolution was duly seconded by Member Huffman and upon vote being taken thereon, the following voted in thereof: ;

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 17th day of October 2011.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)
)
CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 17th day of October 2011, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to ordering the feasibility report for the County F, Demar, Floral Neighborhood Road Reconstruction, City Project 12-01.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 18th day of October 2011.

Terry Schwerm
City Manager

SEAL

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To close the public hearing in consideration of a proposed business subsidy utilizing temporary tax increment authority to provide economic development assistance to DPS-Shoreview, LLC (Stonehenge USA) for the Red Fox Road Retail Project.

VOTE: AYES: _____ NAYS: _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

* * * * *

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Resolution No. 11-76, approving the business subsidy utilizing temporary tax increment authority for economic development assistance to DPS-Shoreview, LLC (Stonehenge USA) for the Red Fox Road Retail Project and authorize the execution of a TIF Development Agreement in accordance with the terms and conditions outlined.

VOTE: AYES: _____ NAYS: _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

To: Mayor and City Council Members

From: Tom Simonson

Assistant City Manager and Community Development Director

Date: October 12, 2011

Re: Approval of Business Subsidy Utilizing Temporary Tax Increment Authority for Economic Development Assistance to DPS-Shoreview, LLC (Stonehenge USA) for the Red Fox Road Retail Project and Authorize Execution of a TIF Development Agreement

Introduction

The City Council is being asked to formally approve an agreement to provide economic development assistance to DPS-Shoreview, LLC (Stonehenge USA) to facilitate a commercial project that will bring new retail services and restaurants to the community. The City Council must conduct a public hearing on the proposed business subsidy before taking action to authorize the execution of a Tax Increment Financing (TIF) Development Agreement.

Background

The retail development company Stonehenge USA recently submitted formal applications for their planned unit development plans and tax increment financing application for the proposed Red Fox Road retail project. The preliminary stage development plans were approved by the City Council at the October 3rd meeting and final stage approvals will be considered on October 17th in conjunction with the proposed financing package. Stonehenge will be developing the property in stages, with a multi-tenant retail center being the first phase. Stonehenge also continues to aggressively pursue a preferred retail anchor for a separate building pad. The retail center is expected to have a mix of restaurants and retail services that are well recognized both regionally and nationally. Stonehenge hopes to begin construction of the first phase this fall, with an opening expected by April, 2012.

In order to facilitate the development of a quality commercial project with a higher-end mix of retail services and restaurants to benefit the community, the City has offered to provide financing assistance through existing tax increment funds. Through recent special legislation to foster economic growth and job creation, cities have been granted temporary authority to pool tax increment resources and provide financial support for qualifying projects including retail development.

This past year, the City Council and Economic Development Authority reviewed options that would preserve the City's ability to fully utilize tax increment resources under the special legislative authority that requires projects to be underway by July 1st of next year. Besides greater flexibility in the uses of tax increment to foster economic development, the temporary authority also allows the City to maximize the use of existing tax increment funds from one of our existing districts.

TIF District No. 5, originally created for the senior housing project of Presbyterian Homes and a proposed Shoreview Mall renovation/redevelopment, falls under the expanded temporary authority for pooling of excess revenues granted to cities. Since the Shoreview Mall project was never undertaken and the Summerhouse of Shoreview senior housing project has never reached the property tax threshold where the developer would be reimbursed tax increment, TIF District No. 5 has a fund balance of approximately \$1.8 million which can be pooled and utilized for eligible projects. However, the full use of this funding source is restricted to projects under construction by July 1, 2012 with the revenues needing to be spent by December 31, 2012. If the City is not able to identify eligible projects that can meet this restrictive timeframe, then TIF District No. 5 reverts to the old restrictions of 20% of the excess revenues allowed for pooling.

The City Council and EDA have determined that the proposed commercial development is consistent with goals of providing additional community services, increasing tax base jobs, while supporting the strategy to leverage, to the fullest extent possible, the use of TIF District No. 5 funds to support economic development.

Economic Development Assistance

Business Subsidy. As required by State law, the City Council must hold a public hearing in consideration of providing a business subsidy to support the commercial development being proposed by DPS-Shoreview, LLC. The financial assistance proposed through tax increment financing resources is considered a “business subsidy” as defined under Minnesota Statutes, Section 116J.993 to 116J.995 (the “Business Subsidy Act”). The City Council adopted a resolution on October 3, 2011 calling for a public hearing on October 17, 2011 and a legal notice has been published in the legal newspaper.

TIF Development Agreement. The City Council and EDA have previously reviewed and given conceptual endorsement to a TIF financing package of up to \$1.3 million (using existing TIF District No. 5 funds) to assist with the proposed retail development. A Tax Increment Financing Development Agreement has been prepared by the City’s development attorney and terms have been negotiated between the parties consistent with the direction of the City Council and EDA. A copy of the TIF Development Agreement is included with this report.

The following is a summary of the key features and conditions of the proposed agreement to provide economic development assistance:

- Provides assistance in the maximum amount of \$845,000 for the Phase 1 site and infrastructure improvements to support the construction of a retail center.
- Provides additional assistance of up to a maximum amount of \$500,000 to make Phase 2 development financially feasible and attractive to secure a preferred anchor use.
- Establishes timelines for the construction start date and completion date of the Phase 1 development in accordance with temporary tax increment authority requirements.
- Developer does not receive Phase 1 tax increment contribution unless constructed and completed in accordance with approved plans and conditions of the agreement.

- City has sole discretion to decide level of Phase 2 tax increment contribution (up to \$500,000) depending on developer securing an anchor tenant acceptable to the City.
- Developer would not receive Phase 2 tax increment contribution unless anchor tenant is accepted by City and completed under the terms of the agreement and in accordance with temporary tax increment authority requirements (construction by June 30, 2012).
- Defines public purposes for providing the business subsidy.

As a requirement of the tax increment financing application, the developer has provided the City with a cash escrow to cover all City consulting and legal services associated with this review.

Recommendation

The Economic Development Authority reviewed the draft TIF Development Agreement at their meeting on October 10th and supported the amount and terms of the proposed economic development assistance.

Staff believes the proposed commercial development will be of high quality and offer new retail services and restaurant choices for the community (strongly desired in resident surveys), provide construction jobs and future employment opportunities, generate new tax base on longstanding undeveloped commercial property, utilizes existing tax increment resources that would not be available upon expiration of the temporary authority and does not require the creation of a new tax increment district.

Therefore, staff recommends the City Council adopt Resolution No. 11-76, approving the business subsidy utilizing temporary tax increment authority for economic development assistance to DPS-Shoreview, LLC (Stonehenge USA) for the Red Fox Road Retail Project and authorize the execution of a TIF Development Agreement in accordance with the terms and conditions outlined.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD OCTOBER 3, 2011**

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on October 17, 2011 at 7:00 p.m.

The following members were present:

And the following members were absent:

Council Member _____ introduced the following resolution and moved its adoption.

* * * * *

CITY OF SHOREVIEW, MINNESOTA

RESOLUTION NO. 11-76

**RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT
AGREEMENT WITH DPS-SHOREVIEW, LLC.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREVIEW
(the "City") AS FOLLOWS:**

WHEREAS, the City of Shoreview, Minnesota (the "City") has heretofore approved the establishment of Tax Increment Financing District No. 5 (the "District") pursuant to the Minnesota Tax Increment Financing Law, Minnesota Statutes, sections 469.174-469.1799 (the "Tax Increment Act"); and

WHEREAS, section 469.176, subd. 4m, of the Tax Increment Act provides that tax increment authorities may use tax increments from their tax increment districts to provide improvements, loans, interest rate subsidies, or assistance in any form to private developments consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, if doing so will create or retain jobs in the State, including construction jobs, and if the construction commences before July 1, 2012, and would not have commenced before that date without the assistance; and

WHEREAS, the City has received a proposal from DPS-Shoreview, LLC (the "Developer", pursuant to which the Developer would construct a two phased commercial development (the "Improvements") on certain land in the City; and

WHEREAS, the Developer has also proposed that the City provide financial assistance to the Developer using tax increment revenues from the District; and

WHEREAS, the City has determined that construction of the Improvements is in the best interests of the City and the state of Minnesota, will create or retain construction jobs in the state, will create long term employment opportunities in the Improvements, will result in the construction of necessary public improvements in the City, will facilitate the development of land that is currently underutilized, and would not commence prior to July 1, 2012, without the tax increment assistance requested by the Developer; and

WHEREAS, the City has held a public hearing on the provision of the tax increment assistance to the Developer as required by Minnesota Statutes, section 116J.994, subd. 5, and because the Developer has no control over the number of construction or long term jobs that will be created because of the construction of the Improvements the City has set the goal of the number of jobs to be created by the Developer at zero; and

WHEREAS, there has been presented to the City Council of the City a proposed Development Agreement (the "Agreement") between the City and the Developer setting forth the terms of the City's provision of financial assistance to the Developer in connection with the construction of the Improvements.

NOW, THEREFORE, the City Council of the City does hereby approve the Agreement in substantially the form presented to the City Council subject to such modifications as the City Manager and legal counsel may approve.

* * * * *

The motion of the foregoing resolution was duly seconded by Council Member _____ and upon a vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the _____ day of _____, 2011.

Sandra C. Martin, Mayor

* * * * *

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified City Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council on the _____ day of _____, 2011, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates to the a business subsidy of tax increment financing for Stonehenge USA (DPS-Shoreview, LLC) commercial development.

WITNESS MY HAND officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this _____ day of _____, 2011.

Terry C. Schwerm, City Manager

October 6, 2011

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF SHOREVIEW

and

DPS-SHOREVIEW, LLC

Dated as of: _____, 2011

This document was drafted by:

BRADLEY & DEIKE, P. A.
4018 West 65th Street, Suite 100
Edina, MN 55435
Telephone: (952) 926-5337

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of _____, 2011, by and between the City of Shoreview, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 4600 Victoria Street North, Shoreview, Minnesota 55126-5817, and DPS-Shoreview, LLC, a Minnesota limited liability company (hereinafter referred to as the "Developer"), having its principal office at 18258 Minnetonka Boulevard, Suite 100, Deephaven, Minnesota 55391.

WITNESSETH:

WHEREAS, in order to encourage the development of unused, under-used or inappropriately used areas of the City, to encourage new businesses to locate within the City and existing businesses to remain and expand in the City, to increase employment opportunities within the City and to increase the tax base of the City and State, the City has created various tax increment financing districts within the City pursuant to the Minnesota Tax Increment Financing Law, Minnesota Statutes, sections 469.174-469.1799 (the "Tax Increment Act"); and

WHEREAS, the Developer has entered into a purchase agreement under which it is entitled to purchase certain real property located in the City (which real property is referred to herein as the "Property"); and

WHEREAS, the Developer has submitted a proposal to the City pursuant to which the Developer would acquire the Property and construct a two (2) phase commercial/retail development on the Property and the City would provide certain financial assistance to defray a portion of the Developer's costs of acquiring and developing the Property; and

WHEREAS, section 469.176, subd. 4m, of the Tax Increment Act provides that tax increment authorities may use tax increments from their tax increment districts to provide improvements, loans, interest rate subsidies, or assistance in any form to private developments consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, if doing so will create or retain jobs in the State, including construction jobs, and that the construction commences before July 1, 2012, and would not have commenced before that date without the assistance; and

WHEREAS, the City is willing to provide the assistance requested by the Developer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"Assistance" means the financial assistance to be provided by the City to the Developer pursuant to this Agreement, and consists of the Phase I Assistance and the Phase II Assistance.

"City" means the City of Shoreview, Minnesota, its successors and assigns.

"County" means Ramsey County, Minnesota.

"Developer" means DPS-Shoreview, LLC, a Minnesota limited liability company, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IX of this Agreement.

"Improvements" means the construction by the Developer of a two (2) phase retail/commercial development on the Property, consisting of Phase I and Phase II.

"Parcel I" means that portion of the Property on which Phase I will be constructed.

"Parcel II" means that portion of the Property on which Phase II will be constructed.

"Phase I" means that portion of the Improvements consisting of the construction by the Developer of an approximately 10,034 square foot retail center on the Property.

"Phase I Assistance" means financial assistance to be provided by the City to the Developer in the amount of \$845,000 to finance certain costs incurred by the Developer in connection with its acquisition of the Property and the construction of Phase I.

"Phase II" means that portion of the Improvements consisting of the construction by the Developer of an approximately 14,000 square foot retail building on the Property to be occupied by a retail anchor tenant.

"Phase II Assistance" means financial assistance which may be provided by the City to the Developer in an amount up to \$500,000 to finance certain costs incurred by the Developer in connection with its acquisition of the Property and the construction of Phase II.

"Property" means the real property described on the attached Schedule A to this Agreement, consisting of Parcel I and Parcel II.

"Purchase Agreement" means the purchase agreement between the Developer and City & County Credit Union dated _____, 2011, under which the Developer is entitled to purchase the Property.

"State" means the State of Minnesota.

"Tax Increment Act" means Minnesota Statutes, sections 469.174-469.1799.

"Unavoidable Delays" means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, acts of any federal, state or local governmental unit, or preleasing requirements of Developer's lenders, and which directly results in delays.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a Minnesota limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its member control agreement or operating agreement or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its chief manager.

(b) Subject to Developer acquiring title to the Parcel for a Phase, and with respect to Phase II the City's agreement to provide Assistance for Phase II, the Developer will undertake the construction of the Improvements on that Phase of the Property in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(c) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the City on the Property may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure. In the event that the City is required to take any action to obtain any necessary permits or approvals with respect to the Property under any local, state or federal environmental law or regulation, the Developer will cooperate with the City in connection with such action.

(d) The Developer could not and would not proceed with the construction of the Improvements without the Assistance being provided by the City, and construction of the Improvements would not commence by July 1, 2012, absent the Assistance.

ARTICLE III

Assistance

Section 3.1. Development Proposal. The Property is owned by City & County Credit Union. The Developer has entered into the Purchase Agreement under which the Developer is entitled to acquire the Property. The Developer has proposed to construct a retail/commercial development in two (2) phases on the Property. The Developer has represented to the City that the proposed development would not occur without certain financial assistance from the City to offset a portion of the cost of the development and that such construction would not commence by July 1, 2012, without the assistance. In consideration for the Developer's agreement to construct the Improvements, the City is willing to provide the Assistance to the Developer subject to the terms and conditions set forth in this Agreement.

Section 3.2. Phase I Assistance. (a) The City is willing to provide the Phase I Assistance in the maximum amount of \$845,000 to offset the costs to be incurred by the Developer in undertaking Phase I. The City's obligation to provide the Phase I Assistance to the Developer shall be subject to satisfaction, or waiver by the City in writing, of all of the following conditions precedent:

- (i) no Event of Default, and no event which with the giving of notice or the lapse of time or both would constitute an Event of Default, shall have occurred and be continuing and all representations and warranties made by the Developer herein shall continue to be true and correct as of the date of such payment;
- (ii) the Developer shall have obtained all permits and approvals to undertake Phase I;
- (iii) the Developer shall have completed Phase I as described in Section 4.3; and
- (iv) the Developer shall have furnished to the City evidence that it has paid the cost of acquiring Parcel I and constructing Phase I and that such cost equals or exceeds the Phase I Assistance.

(b) The Phase I Assistance will be provided by the City to reimburse the Developer for its payment of the costs of acquiring Parcel I and constructing Phase I or to pay such costs directly.

Section 3.3. Phase II Assistance. (a) In order to encourage the Developer to undertake the development of Phase II and to assist in making such development financially feasible the City agrees that it may provide the Phase II Assistance to the Developer. The maximum amount of the Phase II Assistance is \$500,000 and will be paid in accordance with the terms of this section.

(b) The City's obligation to provide the Phase II Assistance to the Developer shall be subject to satisfaction, or waiver by the City in writing, of all of the following conditions precedent:

(i) no Event of Default, and no event which with the giving of notice or the lapse of time or both would constitute an Event of Default, shall have occurred and be continuing and all representations and warranties made by the Developer herein shall continue to be true and correct as of the date of such payment;

(ii) the Developer shall have obtained all permits and approvals to construct and operate Phase II;

(iii) the Developer has completed the construction of Phase II as described in Section 4.3; and

(iii) the Developer shall have furnished to the City evidence that it has paid the cost of acquiring Parcel II and constructing Phase II and that such cost equals or exceeds the Phase II Assistance.

(c) The City's willingness to provide the Phase II Assistance to the Developer is predicated on the Developer attracting an anchor tenant to lease Phase II that is acceptable to the City. Therefore, an additional condition precedent to the City's provision of the Phase II Assistance is that the Developer secures a lease, containing terms acceptable to the City, with an anchor tenant for Phase II that is acceptable to the City, in its sole discretion. Even if the City approves the anchor tenant secured by Developer to occupy Phase II, the City may, in its sole discretion, decline to provide or reduce the amount of the Phase II Assistance.

3.4. Business Subsidy Agreement. The provisions of this Section constitute the "business subsidy agreement" for the purposes of the Business Subsidy Act, Minnesota Statutes, sections 116J.993 to 116J.995.

(a) General Terms. The parties agree and represent to each other as follows:

(i) The subsidy provided to the Developer includes the Assistance paid to the Developer.

(ii) The public purposes of the subsidy are to promote the development of a retail/commercial development in the City, to attract quality retail businesses to the City, to develop real property that is currently underutilized due to access problems, to provide necessary infrastructure improvements to an area of the City lacking such improvements, to increase employment opportunities in the City, and to increase the tax base of the City and the State.

(iii) The goals for the subsidy are: to secure development of the Improvements on the Property and to maintain such Improvements as a retail/commercial development for at least five years as described in Section 3.4(a)(vi) below.

(iv) If the goals described in Section 3.4(a)(iii) are not met for a Phase, the Developer must make the payments to the City described in Section 3.4(c) for that Phase.

(v) The subsidy is needed because the purchase price necessary to purchase the Property and the costs of installing necessary infrastructure to develop the Property prevent the Developer from undertaking the Project without the Assistance.

(vi) The Developer must maintain the Improvements as a retail/commercial development for at least five years after the date of issuance of the certificate of occupancy for the Improvements.

(vii) The Developer (does) (does not) have a parent corporation.

(vii) The Assistance is being provided from tax increments from the City's tax increment financing District No. 5, which is a renewal and renovation tax increment district.

(b) No Job and Wage Goals. The City has held a public hearing as required by the Business Subsidy Act and following such public hearing has set the wage and job goals to be met by the Developer at zero. The City has found that the development of the Improvements will create construction jobs in the City and State that absent the provision of the Assistance would not have been created. Also, the City found that the construction of the Improvements will create long term employment opportunities in the business occupying the Improvements. However, the Developer will not have control over either the number of construction jobs created in connection with the construction of the Improvements or the wages to be paid to the construction workers. Nor will the Developer have control over the number of employees to be employed in the Improvements or their wages. Therefore, the City has set the wage and job goals to be met by the Developer at zero.

(c) Remedies. If the Developer fails to meet the goals described in Section 3.4(a)(iii) for a Phase, the Developer shall repay to the City within ten (10) days written demand from the City: (1) a "pro rata share" of the Assistance for that Phase advanced prior to the date of such repayment (2) interest on the amount in clause 3.4(c)(1) at the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the bureau of economic analysis of the United States Department of Commerce for the 12 month period ending March 31 of the year prior to the year in which the payment from the Developer is due accrued from the date of the issuance of the certificate of occupancy for the applicable Phase to the date the Developer makes the payment to the City required by this Section 3.4(c). The term "pro rata share" means a percentage calculated as follows: if the failure relates to maintenance of the Improvements on the applicable Phase as a retail/commercial facility in accordance with Section 3.4(a)(vi), 60 less the number of months of maintenance as a retail/commercial facility (where any month in which the Improvements is in operation for at least 15 days constitutes a month of operation), commencing on the date of the Certificate of Completion and ending with the date the Improvements ceases operation as determined by the City, divided by 60.

Nothing in this Section shall be construed to limit the remedies of the City under Article IX hereof. In addition to the remedy described in this Section and any other remedy available to the City for failure to meet the goals stated in Section 3.4(a), the Developer agrees and understands that it may not receive a business subsidy from the City or any grantor (as defined in the Business Subsidy Act) for a period of five years from the date of the failure or until the Developer satisfies its repayment obligation under this Section, whichever occurs first.

(d) Reports. The Developer must submit to the City a written report regarding business subsidy goals and results by no later than February 1 of each year, commencing February 1, 2012, and continuing until the later of (i) the date the goals stated in Section 3.4(a)(iii) are met; (ii) 30 days after expiration of the five-year period described in Section 3.4(a)(vi); or (iii) if the goals are not met, the date the subsidy is repaid in accordance with Section 3.4(c). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The City will provide information to the Developer regarding the required forms. If the Developer fails to timely file any report required under this Section, the City will mail the Developer a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Developer fails to provide a report, the Developer must pay to the City a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section \$1,000.

ARTICLE IV

Construction of Improvements

Section 4.1. Construction of Improvements. The Developer agrees that it will construct the Improvements on the Property in accordance with the approved construction and site plans approved by the City and at all times will maintain, preserve and keep the Improvements or cause the Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition and in accordance with all applicable laws and ordinances.

Section 4.2. Construction Plans and Site Plan.

(a) The City's willingness to provide the Assistance to the Developer is predicated upon and subject to the Developer's agreement that it will construct the Improvements and that the Improvements will be of such quality and nature as will satisfy the City's goals for the development of the Property. The Developer has submitted and the City has approved plans for the construction of the Improvements. Nothing in this Section shall be deemed to relieve the Developer's obligations to comply with the requirements of the City's normal construction permitting process. All construction plans shall be in compliance with the materials submitted to and approved by the City.

(b) If the Developer desires to make any material change in any construction plans or site plan after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans and site plan, as modified by the proposed change, conform to the requirements of this Agreement and such changes do not materially alter the nature, quality or exterior appearance of the Improvements, the City will approve the proposed change and notify the Developer in writing of its approval. Any requested change in the Construction Plans or site plan shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within thirty (30) days after receipt of the notice of such change.

Section 4.3. Commencement and Completion of Construction. (a) The Developer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer, and its successors and assigns, shall promptly begin and diligently prosecute to completion construction of the Improvements within the period specified in this Section 4.3 of this Agreement.

(b) Subject to Unavoidable Delays, the Developer shall commence construction of Phase I by _____, 2011, and complete such construction by _____, 2012. Subject to Unavoidable Delays, the Developer shall commence construction of Phase II by June 30, 2012, and complete such construction by _____, 201___. The Developer understands that under State law the City may only provide the Assistance for a Phase if construction of that Phase commences by June 30, 2012.

A Phase will be deemed to have been completed upon the issuance of a final certificate of occupancy by the City for the Phase; provided, that a Phase will be considered complete even if due to winter conditions a second lift of asphalt has not been installed or all landscaping has not been completed.

ARTICLE V

Insurance

Section 5.1. Insurance. The Developer will provide and maintain at all times during the process of constructing the Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(a) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Improvements at the date of completion, and with coverage available in nonreporting form on the so called "all risk" form of policy;

(b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, Broadening Endorsement including contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(c) Worker's compensation insurance, with statutory coverage and employer's liability protection.

The policies of insurance required pursuant to clauses (a) and (b) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State, the liability insurer to be rated A or better in Best's Insurance Guide. The policy of insurance delivered pursuant to clause (a) above shall contain an agreement of the insurer to give not less than thirty (30) days' advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder.

ARTICLE VI

Taxes

Section 6.1. Real Property Taxes. The Developer agrees that it will pay all real property taxes payable with respect to the Property and Improvements in a timely manner and prior to imposition of penalty. The City shall have the right to institute a legal action against Developer to collect such taxes and Assessments in the event that the Developer fails to pay the same when due.

ARTICLE VII

Financing

Section 7.1. Financing. No later than _____, 2011, the Developer shall submit to the City evidence, satisfactory to the City, that the Developer has obtained financing in an amount sufficient to pay the cost of the acquiring Parcel I and constructing Phase I, after deducting the amount of the Phase I Assistance and the Developer's equity. No later than _____, 201____, the Developer shall submit to the City evidence, satisfactory to the City, that the Developer has obtained financing in an amount sufficient to pay the cost of acquiring Parcel II and constructing Phase II.

Section 7.2. Limitation Upon Encumbrance of Property. Until the completion of a Phase of the Improvements neither the Developer nor any successor in interest to the Property, or any part thereof, shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the portion of the Property on which the Phase will be constructed, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to that portion of the Property, except for the purposes of obtaining funds only to the extent necessary for acquiring, constructing and operating the Improvements without the prior written approval of the City.

Section 7.3. Estoppels. Upon the reasonable request of the Developer and at Developer's expense, the City will provide to the Developer, or to such party as directed by the Developer, a certificate in reasonable form evidencing the effectiveness of this Agreement and, assuming the same be true, that the Developer is not in default of any of its terms.

Section 7.4. Assignment to Lender. In order to facilitate the Developer's securing of financing for the construction of a Phase, the City agrees to permit the Developer to assign its rights to receive the Assistance for that Phase to a lender for that Phase. The form of such assignment shall be subject to approval of the City. If requested by the lender the City will also agree to provide notice of any Event of Default hereunder to such lender and to not terminate this Agreement if such lender enters into an agreement, in a form acceptable to the City, by which the lender assumes and agrees to perform the Developer's obligations with respect to the Phase.

ARTICLE VIII

Indemnification

Section 8.1. Release and Indemnification Covenants. (a) The Developer releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the following named parties, the Developer agrees to protect and defend the City and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Improvements.

(c) Except for any negligence on the part of the following named parties, the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the company or its officers, agents, servants or employees or any other person who may be about the Property or Improvements due to any act of negligence of any person.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

- (a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.
- (b) Failure by the Developer to commence or complete construction of a Phase of the Improvements in accordance with the terms of this Agreement but only if the Developer has received the Assistance for such Phase.
- (c) Failure by Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.
- (d) The Developer does any of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors, except as otherwise permitted in Section 7.4 of this Agreement; or (iii) admit, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 9.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 9.1 of this Agreement occurs, the City may immediately suspend its performance under this Agreement as to the applicable Phase until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Agreement as to the applicable Phase and may take any one or more of the following actions after providing thirty (30) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days:

- (a) Declare the Assistance paid to the Developer for the applicable Phase immediately due and repayable by the Developer to the City, in which case the Developer shall be obligated to repay the Assistance that has been paid to the Developer for the applicable Phase; provided, however, that the Developer shall not be obligated to repay the Phase I Assistance due to an Event of Default with respect to Phase II, and vice versa.
- (b) Terminate this Agreement as to the applicable Phase.
- (c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement with respect to the applicable Phase.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article VI.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within thirty (30) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE X

Additional Provisions

Section 10.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 10.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 18258 Minnetonka Boulevard, Suite 100, Deephaven, Minnesota 55391, and

(b) in the case of the City, is addressed to or delivered personally to the City at 4600 Victoria Street North, Shoreview, Minnesota 55126-5817,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 10.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 10.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 10.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

SCHEDULE A

Description of Property

Phase I Property: To be platted as Lot 2, Block 1, CCCU Commercial Addition.

Phase II Property: To be platted as Lot 1, Block 1, CCCU Commercial Addition.

PROPOSED MOTION

MOVED BY COUNCIL MEMBER _____

SECONDED BY COUNCIL MEMBER _____

To approve the Final Plat and Final Stage – Planned Unit Development, submitted by DPS-Shoreview, LLC, for a phased mix-use retail development consisting of a 10,034 square foot retail center, 14,000 square foot market (grocery), and a 3,800 square foot commercial building located on Red Fox Road, east of Lexington Avenue, including the Development, Erosion Control and Revenue Sharing Agreements, subject to the following conditions:

- 1) Approval of the construction plans is required by the Public Works Director, Building Official and City Planner prior to the issuance of a grading or building permit for this development.
- 2) Execution of the Development Agreements, including the Erosion Control Agreement is required prior to the release of the Final Plat.
- 3) Execution of the Operating Agreement is required prior to the issuance of a building or grading permit for the development.
- 4) The applicant shall obtain permits from Rice Creek Watershed District, Minnesota Department of Transportation and other agencies as needed prior to the City's issuance of a grading permit or building permit.
- 5) These approvals expire within one-year of the date approved by the City Council.

ROLL CALL: **AYES** _____ **NAYS** _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular City Council Meeting
October 17, 2011

PROPOSED MOTION

MOVED BY COUNCIL MEMBER _____

SECONDED BY COUNCIL MEMBER _____

To approve the Operating Agreement with Clear Channel and DPS-Shoreview, LLC for the construction of a Dynamic Display Billboard located on Outlot A as identified in the plan submittal by DPS-Shoreview, LLC for the Stonehenge Shoreview Retail Center.

ROLL CALL: AYES _____ **NAYS** _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular City Council Meeting
October 17, 2011

TO: Mayor, City Council, City Manager

FROM: Kathleen Nordine, City Planner

DATE: October 13, 2011

SUBJECT: File No. 2434-11-27; Final Plat and Planned Unit Development, DPS – Shoreview, LLC

INTRODUCTION

DPS-Shoreview, LLC submitted applications for the Final Planned Unit Development and Final Plat of the Stonehenge Retail Center development located on Red Fox Road, east of Lexington Avenue. This mixed-use retail project consists of a 10,034 square foot retail center, 14,000 square foot market (specialty retailer), and a 3,800 square foot commercial building. The development is proposed to be constructed in phases with the first phase consisting of the needed site work (grading for Lot 2 and Outlot A, utilities, stormwater infrastructure) and the construction of the retail center on the middle building pad. At the October 3rd City Council meeting, the Council granted the following approvals:

1. **Rezoning** – changing the zoning of the property from UND, Urban Underdeveloped to PUD, Planned Unit Development
2. **Preliminary Plat** to divide the property into 4 parcels for the development
3. **Planned Unit Development – Development Stage**
4. **Comprehensive Sign Plan**

Final Plans have been prepared and the developer is seeking approval of the Final Plat and Final PUD, including the Development Agreements and the Operating Agreement for the Billboard relocation.

FINAL PLAT

The Final Plat, CCCU Commercial Addition, divides the properties into four parcels; three lots and one outlot. The following table summarizes the uses and lot characteristics:

	Lot 1	Lot 2	Lot 3	Outlot A
Lot Area (acres)	2.1	1.5	1.1	1.8
Lot Width	336'	227'	120'	*N/A
Use	Market	Retail Center	Commercial	Open/Stormwater/Billboard

The Plat is consistent with the preliminary plat and the conditions of approval have been satisfied or will be as part of the Development Agreements. An additional 10-feet of right-of-way is being provided to accommodate future improvements to Red Fox Road. An easement is also being in the area planned for the relocated public water line.

FINAL PLANNED UNIT DEVELOPMENT

The plans have been reviewed in accordance with the Development Code and previous approvals. The plans are consistent with the previous development stage PUD approval. The following summarizes how items raised during the final review process have been addressed:

Development Agreements

Attached are several Development Agreements for this project including agreements for the planned unit development as a whole (master agreement) and individual site agreement for the three retail sites. The master agreement addresses issues related to site preparation, installation of infrastructure and necessary agreements such as the cross access, parking and driveway agreements. The individual site agreement for the Lot 2, the retail center site, is structured to address items related to the construction of the building and other improvements on the individual lot. Erosion control agreements have also been prepared. Site Development Agreements will be prepared and presented to the City Council for Lots 1 and 3 when development applications are received for those parcels.

Revenue Sharing Agreement

The development project includes the removal of a static billboard on the existing Parcel 1 and the construction of a new dynamic display billboard on Outlot A as shown on the plans. In consideration of the City's action permitting a Dynamic Display Billboards ("Billboards") on the development site, the City will benefit through a revenue sharing agreement with the developer (and subsequent property owners). The terms of this agreement include:

1. Annual payments of \$10,000 from January 1, 2012 through December 31, 2013
 - A. Revenue Sharing for 2012 will be prorated through December 31st and payable to the City within 30 days of the date when 85% of the leasable floor area developed on Lot 2 is leased and occupied.
2. Beginning January 1, 2014, Revenue Sharing shall increase by 3% per year each year thereafter (i.e., \$10,300 for 2015; \$10,609 for 2016)
3. After January 1, 2023, Revenue Sharing shall increase to Twenty Thousand and No/100 Dollars (\$20,000.00) per annum with an annual increase of 3% per year beginning January 1, 2024

Operating Agreement

In accordance with the City's regulations for Off-premise advertising signs, an agreement is required between the City and the Sign Permit holder, and property owner for dynamic display billboards which identifies the terms of the permit. This agreement is being brought to the City Council for review and approval. Terms of the agreement address:

1. Architectural enhancements to the support column.
2. Removal of the existing non-conforming outdoor advertising sign on Lot 3 of the plat.
3. Conformance to light emissions, including verification through testing.
4. Public service messages available for use by the City – up to 2,500 8 second messages per month to be reasonably distributed throughout the day.
5. Participation in the State's public safety alert system.

Other provisions address maintenance, inspections, notice requirements and abandonment. The execution of this agreement is required prior to the issuance of a sign permit.

RECOMMENDATION

The submitted applications and plans have been reviewed and found to comply with the previous approvals for the Stonehenge Retail Center development. Staff recommends the City Council approve the Final Plat and Final Stage PUD for DPS-Shoreview, LLC and authorize execution of the Development Agreements, including the Erosion Control agreements and Revenue Sharing Agreement subject to the attached conditions:

- 1) Approval of the construction plans is required by the Public Works Director, Building Official and City Planner prior to the issuance of a grading or building permit for this development.
- 2) Execution of the Development Agreements, including the Erosion Control Agreement is required prior to the release of the Final Plat.
- 3) Execution of the Operating Agreement is required prior to the issuance of a building or grading permit for the development.
- 4) The applicant shall obtain permits from Rice Creek Watershed District, Minnesota Department of Transportation and other agencies as needed prior to the City's issuance of a grading permit or building permit.
- 5) These approvals expire within one-year of the date approved by the City Council.

The Staff is also recommending the Council approve the required Operating Agreement with Clear Channel and DPS for the removal of existing static non-conforming off-premise advertising sign and construction of a dynamic display billboard on Outlot A.

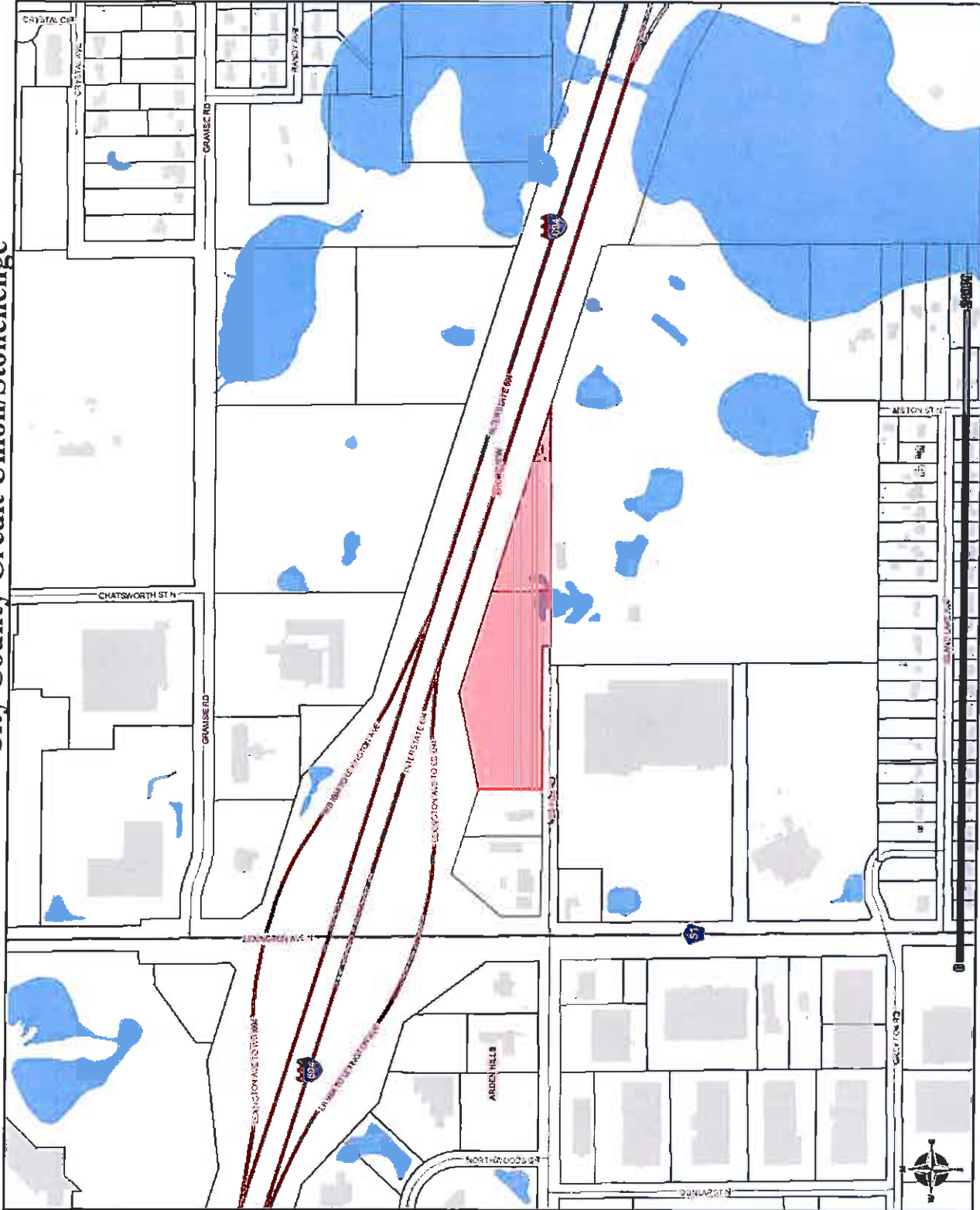
Attachments

- 1) Motion
- 2) Development Agreements, including Erosion Control Agreements and Operating Agreement
- 3) Location Map
- 4) Submitted Statements and plans

t:\2011\pcf\2434-11-27dpsfinal\ccreport

City County Credit Union/Stonehenge

- Selected Features
- Municipalities
- Road Centerlines (County)
- County Road
- Interstate Hwy
- State Hwy
- Roads
- Water
- Structures
- Parcel Polygons
- Highway Shields
- Street Name Labels



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (March 31, 2010). The Lawrence Group; March 31, 2010 for County parcel and property records data; March 2010 for commercial and residential data; April 2009 for color aerial imagery; All



Aerial Photo

**DEVELOPMENT AGREEMENT
STONEHENGE SHOREVIEW RETAIL CENTER
PLANNED UNIT DEVELOPMENT & PLAT
DPS-SHOREVIEW, LLC**

(I) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the "City") and DPS Shoreview, LLC their successors and assigns (hereinafter the "Developer") and the City County Credit Union, their successors and assigns owner (hereinafter the "Owner").

(II) On October 17, 2011 the City approved a planned unit development, Stonehenge Shoreview Retail Center, permitting the development with a mixed use retail development on certain property legally described as follows (hereinafter the "subject property")

Parcel 1

That part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Twenty-Six (26), Township Thirty (30), Range Twenty-three (23), lying Southerly of the South right-of-way line of Trunk Highway 694, except that part platted as George Reiling Third Addition. Ramsey County, Minnesota

And

Parcel 2

That part of the Southeast Quarter of the Northwest Quarter of Section 26, Township 30, Range 23, lying Southerly of the following described line:

Beginning at a point on the West line of said Section 26, distant 754.4 feet North of the West Quarter corner thereof; thence run Southeasterly at an angle of 72 degrees 17 minutes with said West section line for 3000 feet and there terminating, Ramsey County Minnesota.

Which when platted will be legally describe as CCCU Commercial Addition, Ramsey County, Minnesota

(III) Pursuant to City Ordinances, the Developer/Owner is required:

- A. To make certain improvements to the subject property as required by the Site Development Agreement for each respective phase of the development.
- B. To provide the City with a form of surety, approved by the City's Attorney, for each respective phase of the development, insuring completion of any required improvements of a respective phase, which remain incomplete at the time of request for occupancy.
- C. To follow certain procedures, as determined by the City, to control soil erosion during each respective phase of the development.

(IV) In consideration of the City's grant of permission allowing the Developer/Owner to develop the subject property, and in consideration of the mutual agreements contained herein, the City and the Developer/Owner agree as follows:

A) **DPS-Shoreview Retail Center.** The approved PUD contains a mix of retail uses on the 6.6 acre site. The existing single billboard will be removed and relocated per Section IV G of this agreement. In accordance with the approved PUD plans dated October 7, 2011, the property will be developed as follows:

- i) Lot 1: Retail Market – 14,000 square foot retail building with access driveway, parking and other related site improvements
- ii) Lot 2: Multi-tenant retail center – 10,034 square feet retail building with access driveway, off-street parking area, and other related site improvements.
- iii) Lot 3: Commercial building - 3,800 square feet commercial building with access driveway, off-street parking area, and other related site improvements.
- iv) Outlot A: Stormwater ponding, wetland and open space, including a designated area for a dynamic display billboard as outlined in Section IV G of this agreement.

B) **Zoning.** The property within this development is zoned PUD with the underlying zoning designations of C2, General Business.

C) **Phasing Schedule and Plan.** The PUD will be developed in three phases in accordance with the plans dated October 7, 2011 and approved by the City Council on October 17, 2011. This plan consists of the following:

- i) Phase 1: October 2011 to May 2012 - Preparation of the planned unit development site for development. Work includes underground utilities, existing driveways and driveway aprons; tree removal and protection; installation of storm sewer, sanitary sewer and water infrastructure; curb and street repairs; grading, erosion control, landscaping and site restoration. Development of Lot 2 with the multi-tenant retail building as shown on the plans submitted for the Final PUD. Development on Outlot A with stormwater management infrastructure. Said billboard shall be removed and relocated as stated in Section IV G as stated in this agreement.
- ii) Phase 2: April 2012 to December 2012 – Development of Lot 1 with a specialty market and other site improvements, including access driveways, parking areas, final grading, landscaping and site restoration.
- iii) Phase 3: Undetermined– Development of Lot 3 with a commercial building, access driveway, parking areas, landscaping, final grading and site restoration.

Said dates for the phasing and timeframe of development are tentative based on the leasing activity for this development.

D) **Development Terms.** The project is subject to the approvals attached as Exhibit D, including the attached conditions for the preliminary plat and planned unit development – development stage as approved by the City Council on October 3, 2011, and the

conditions of the Final Plat and Final PUD approved by the City Council on October 17, 2011 and any other subsequent approvals required for this project.

- E) **Landscape Installation.** Prior to issuance of a building permit, the Developer shall submit a landscape plan for Outlot A, Block 1, CCCU Addition for approval by the City Planner. The Developer agrees to install all plant materials as shown on the approved landscape plan and to be consistent with the standards established in the Development Regulations of the City of Shoreview. All landscape materials placed, as part of this landscape plan shall be replaced with like material if they should die within twelve months of planting.

The City Planner shall estimate the cost of landscape improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the plant materials to be installed on Outlot A. A surety of \$7,983.75 is required prior to the issuance of any permits for this project.

- F) **Other Agency Approvals.** It is the Developer's responsibility to apply for and to acquire all other required agency permits prior to commencing any site work, including an NPDES permit, a permit from Rice Creek Watershed District and a right-of-way permit from the Minnesota Department of Transportation for any work in the Interstate 694 right-of-way.
- i) **NPDES Construction Permit Required.** A NPDES Construction Permit is required, and compliance with the conditions of that permit shall be required during all phases of grading and construction. The Developer is responsible for stormwater management, including temporary sedimentation basins; maintenance of erosion control BMPs; and site restoration in accordance with the terms and conditions of the NPDES Permit.
- G) **Billboard.** An existing non-conforming billboard is currently located on Parcel 1 of the development site. Said billboard shall be removed by April 15, 2012. A Dynamic Display Billboard may be permitted on Outlot A located as shown on the approved plans provided said sign complies with the City's Sign Ordinance and an Operating Agreement is executed with the City, as required by City Code. A static billboard is not permitted.
- H) **Reciprocal Easement Agreement.** Reciprocal Easement Agreement for all parcels in the plat shall be reviewed and approved by the City Attorney prior to recording and shall address the following:
- i) Maintenance of all common driveways, parking areas, stormwater infrastructure, private sewer and water lines, landscaping and other shared improvements throughout the development. Maintenance of landscaping shall be consistent with the approved landscaping plan.
- ii) Cross Access, Parking and Driveway use between all property owners in the PUD addressing the permitted use and maintenance of the common driveway for access and private infrastructure.

- I) **Declaration of Easements, Development Standards and Protective Covenants.** The Developer/Owner shall adhere to the executed Declaration of Easements, Development Standards and Protective Covenants for the PUD.
- J) **On-site Public Water Main.** A public watermain located on the existing Parcel 1 must be relocated to the proposed Lot 3 for the development to occur.
- K) **Maintenance of Utilities.** The Developer/Owner agrees that on-site utilities are private, with the exception of the relocated public water main, associated valves, and hydrants within public easements located on Lot 3, as identified on the approved plans. Maintenance of the private utilities is the sole responsible of the Developer/Owner. The Developer/Owner or any future property owner is responsible for locating any and all private utilities on this site. The City will not locate private utilities at anytime. The private utilities include storm sewer and infiltration basins, sanitary sewer service, looping water main with associated valves and hydrants, and water main service.
- i) The Developer/Owner is responsible for all repair and maintenance of the private water system or other utility system. A portion of the private water system is not metered, and all un-metered water is the property of the City. In the event of a leak in an un-metered portion of the private water system, after two-days notice, the City has the right to shut-off the water until repairs to the private system have been completed, inspected, and approved by the City.
- L) **Red Fox Road.** The Developer/Owner agrees to participate in future discussions with the City regarding road improvements to Red Fox Road, including the intersection at Lexington Avenue.
- i) **Street Lighting.** An additional street light is required at the Red Fox Road Cul-de-sac. The Developer is responsible for the installation of this light.
- M) **Wetland Buffer Protection.** As identified on the submitted plans, a wetland buffer with a minimum depth of 16.5 feet shall be established around the perimeter of the wetland as delineated. Site grading is permitted within this buffer area but must be restored as shown on the approved plans.
- N) **Plans and Specifications.** All improvements shall be constructed in accordance with the City ordinances and regulations, and pursuant to plans and specifications, which have been approved and conditioned by the City Council on October 17, 2011 whether or not identified in this document. Minor changes may be permitted if approved by the Public Works Director.

The Developer agrees to provide the City with four copies of the final plans and specifications for the proposed improvements in form and a time satisfactory to City Staff. No construction may begin until the plans and specifications have been approved, required

sureties submitted, and the required pre-construction meeting held and City permits have been issued.

- O) **Surety Calculation.** If the Developer/Owner chooses to construct all or a portion of the improvements required by the City regulations after the time of final plat approval, the Public Works Director, prior to final plat approval, shall prepare a Statement of Required Improvements and Security identifying the improvements to be completed, estimating the cost of the improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the improvements to be completed, specifying a completion date for said improvements, indicating the preparer of the document, and specifying the date of preparation. The Statement of Required Improvements and Security shall be signed and dated by the Developer/Owner and shall be attached to the Development Contract as **Exhibit B.**
- P) **Provision of Surety.** The Developer/Owner agrees to provide the City with a self-renewing Letter of Credit insuring completion of those improvements identified in this Agreement. The surety may be reduced from time to time as work is completed and approved by the City. The City will retain a minimum 10% of the surety until all required work has been completed, inspected and approved for each respective phase of the development. The form of Letter of Credit shall be approved by the City Attorney and shall reference the Development Agreement, shall describe the procedures to be followed by the City for obtaining funds to construct improvements where necessary, and shall contain other provisions necessary to protect the City's interests. **THE DEVELOPER/OWNER UNDERSTANDS THAT NO PERMITS OF ANY KIND WILL BE ISSUED UNTIL THE CITY ACCEPTS THIS LETTER OF CREDIT.**

If the Developer/Owner conveys its interest in the subject property or any part thereof, or if the Developer/Owner assigns its right to construct improvements or otherwise develop the subject property, it shall first notify the City. In the event of a conveyance or assignment prior to completion of the improvements and the development of the subject property, the Letter of Credit shall not be released unless it is replaced by a new Letter of Credit agreement satisfactory to the City.

- Q) **Release of Surety.** The City will consider the release of sureties upon the written request of the Developer/Owner. Sureties will not be released until the Developer/Owner has demonstrated that the phased development complies with the approved plans and applicable City Ordinances and standards. Prior to the completion of the project and/or each phase, the Developer/Owner may request a partial release of said surety shall occur at 125% of the cost incurred.; the City upon inspection and approval of the improvements, will partially release the surety. The City will retain a minimum of 10% of the surety until the development is completed and the Developer/Owner demonstrates that the development complies with the approved plans and applicable City Ordinances and standards, including the submission of the required as-built plans of the infrastructure and grading certificate for each responsible phase.

R) **Inspections of Utilities.** The City has an interest in the private infrastructure proposed for this development because of its connection to public infrastructure.

- i) The Developer/Owner is solely responsible for the construction management and all construction activities.
- ii) The Developer/Owner agrees to pay all costs associated with City inspection and testing of the proposed private utilities. A City Inspector is required to be on-site during the construction and installation of all private utility infrastructure in order to verify that the construction and installation is completed in accordance with City standards and the approved plans. The Developer/Owner agrees to escrow an amount equal to the estimated cost of the City Inspector and associated utility testing. Inspection and testing costs by the City will be deducted from this surety. Any balance remaining upon completion of the project shall be refunded to the Developer/Owner, upon approval of the City Council. If the entire surety is utilized prior to completion of the project, the Developer/Owner agrees to escrow the additional funds estimated by the City as necessary for inspection of for the remaining portion of the work.
- iii) The estimated cost of the City Inspector and utility testing is **\$5,000.00**. A cash surety in this amount shall be submitted prior to issuance of any permits for this project.

S) **Stormwater Management: Private Stormwater Ponds and Infrastructure.** All stormwater management infrastructure is private and shall utilize stormwater best management practices as described in the Minnesota Stormwater Manual, Volume 1.1. This infrastructure shall be designed to minimize the need for maintenance and to reduce the chance of failure.

- i) The Developer shall provide, prior to issuance of any permits for the property, a Storm Water Management Plan for the maintenance of the stormwater infrastructure within the development site. The Management Plan shall include all items required in this Agreement. The Management Plan shall include timelines for the anticipated cleaning and future reconstruction of the infiltration basins.
- ii) Maintenance
 - a) All stormwater infrastructure shall be maintained according to the measures outlined in the City's Surface Water Management Plan and Storm Water Prevention Plan (SWPPP).
 - b) Unless otherwise indicated in this agreement, the Developer/Owner shall be responsible for the maintenance of stormwater management facilities, including all related financial responsibilities.
- iii) Non-Routine Maintenance

- a) Maintenance includes those infrequent activities needed to maintain ponding and infiltration areas and/or stormwater ponding infrastructure so that these improvements continue to function in accordance with the approved plans and specifications. Examples of such activities include pond dredging or major repairs to stormwater structures.
- b) Non-routine maintenance shall be performed on an as-needed basis based on information gathered during regular inspections.
- iv) If maintenance activities are not completed in a timely manner or as specified in the approved plan, then the City may hire a contractor or complete the necessary maintenance at the Developer/Owner's expense unless otherwise indicated in this agreement.
- v) **Inspections.** Unless otherwise indicated in this agreement, the Developer/Owner is responsible for maintenance and shall inspect stormwater best management practices on a regular basis.
 - a) Regular inspection of the private infrastructure to ensure the private infrastructure is functioning per the design is mandatory. These inspections shall be conducted by a professional inspector representing the Developer/Owner. Failing systems or infrastructure must be repaired or replaced by the Developer/Owner in a timely manner.
 - b) Authorized representatives of the City may enter the subject property at reasonable times to conduct on-site inspections. These inspections will verify conditions identified by the Developer/Owner's inspections.
 - c) Inspection and maintenance reports shall be filed with the City by December 31st of each calendar year.
- T) **Stormwater Basin Protection.** Areas designated as stormwater basins on the grading and drainage plan shall be protected from construction activities. Protection methods shall include the elements specified in Section 5.3 "Construction Phase Maintenance Considerations", Chapter 12-7, Minnesota Stormwater Manual, Volume 1.1.
- U) **City Permits Required.** The Developer/Owner shall not commence any tree removal, grading or erosion control activity until a grading permit is issued.
- V) **Replacement trees.** Numerous trees will be removed with site grading, and seventy two (72) replacement trees are required per the Municipal Code. **A surety in the amount of \$18,000.00 shall be submitted to insure the installation of these required replacements.** The Developer/Owner agrees to install all required replacement trees as shown on the tree replacement plan dated October 7, 2011 and approved by the City Council on October 17, 2011. All replacement trees shall be maintained so the site remains consistent with the approved tree replacement plan.

W) **Tree Preservation and Maintenance.** The Developer/Owner agrees to protect and preserve trees in accordance with the tree preservation and replacement plan approved by the City Council. Tree protection measures are required to minimize the impact development activities have on trees that are to be retained on the development site as identified on the Tree Preservation and Replacement Plan.

Protective tree fencing shall be inspected by the City Environmental Officer prior to the issuance of a grading permit and commencement of any grading or site development activities. All fencing shall be installed in accordance with the approved plans. Additionally, a berm of wood chips shall be placed adjacent to the protective fence. The berm shall be a minimum of 18 inches high and two feet wide. The developer shall submit a surety in the amount of \$5,000.00 to ensure said protection measures will be installed and maintained during construction.

X) **Erosion Control.** An Erosion Control Plan/Storm Water Pollution Prevention Plan (SWPPP) shall be prepared under the seal of a Registered Professional Engineer on behalf of the Developer and shall be submitted to the Public Works Director. The Developer agrees to comply with the recommendations of the Public Works Director for the subject property and shall incorporate these recommendations in to the plans and specifications. *No site grading shall occur prior to the installation of approved erosion control measures and execution of required agreements and submission of sureties. A grading permit is also required if work will commence prior to the issuance of a building permit.*

- i) The Developer shall enter into an Erosion Control Agreement with the City and shall deposit a cash surety before issuance of a grading permit. The deposit shall be in the amount of \$18,000.00, in accordance to Exhibit A. In addition, no surface water runoff during construction shall exit the site through runoff or discharge/pumping. All onsite surface water runoff will be managed on site. Surface water shall be infiltrated on the site. The developer shall conduct regular maintenance on erosion control devices on site.

Y) **Site Restoration.** All disturbed areas shall be restored in accordance with the best management practices identified in the SWPPP and NPDES permits and shall be consistent with the City's Surface Water Management Plan and Surface Water Pollution Prevention Plan. All disturbed areas shall be seeded and disk anchored mulched or sodded within 7 days of final grade. All common drainage swales shall be sodded or seeded and protected with wood fiber blanket.

- i) All slopes 4:1 or greater must be seeded and fiber blanketed immediately after final grading. After installation of the wood fiber blanket is completed the City requires inspection for proper installation. The developer shall contact the City staff to arrange the site inspection.

Z) **As-Builts and Grading Certification** An as-built survey, prepared by a surveyor licensed and registered by the State of Minnesota, shall be submitted upon completion of the permitted work. The as-built survey shall include details of:

- i) The private pond and infiltration area grading and site grading;
- ii) The private infrastructure, including the storm sewer system, the water main system and the sanitary sewer system. Profiles are required.

The as-builts shall conform to the standards specified in Exhibit C. The Developer shall deposit an escrow in the amount of **\$3,500.00** as surety for the as-built survey. The Developer shall provide the City with as-builts of the private infrastructure, including water, sanitary sewer, storm sewer and services.

AA) **Administrative Fee.** In addition to filing and application fees, the Developer agrees to pay to the City an Engineering Overhead Fee, which shall be as set forth in the City Overhead Charge Table attached as **Exhibit B**. The total project cost for public improvements shall be estimated by the City Engineer. The administrative fee shall be paid before the commencing construction activity on-site by the City. **The fee for this project is \$1,260.00.**

BB) **Public Recreation Use Dedication Fee.** The Developer/Owner agrees to pay a public recreation use dedication fee in the form of a Cash Equivalent Payment based on the 2011 Ramsey County market value for Parcel 1 (future Lots 1, 2 and 3, Block 1, CCCU Commercial Addition) which is **\$1,809,200.00**. The cash equivalency payment is based on 3% of this value for a total of **\$54,276.00** and shall be payable based on the land area as follows:

- i) Lots 1, Block 1, CCCU Commercial Addition a fee of **\$24,424.00** shall be payable on or before the execution of the development agreement and/or release of the final plat by the City. This fee is based on Lot 1 occupying approximately 45% of the land area. ($\$54,276.00 \times .45 = \$24,424$)
- ii) Lot 2, , Block 1 CCCU Commercial Addition a fee of **\$17,097.00** shall be payable on or before the execution of a development agreement and/or release of the final plat by the City. This fee is based on Lots 1 and 2 occupying approximately 31.5% of the land area. ($\$54,276.00 \times .315 = \$17,097$)
- iii) Lot 3, Block 1, CCCU Commercial Addition a fee of **\$12,755.00** shall be payable on or before the issuance of a building permit for improvements on this parcel. This fee is based on Lot 3 occupying 23.5% of the land area. ($\$54,276.00 \times .235 = \$12,755$)

CC) **Construction Management.** The Developer/Owner and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:

- i) Definition of Construction Area. The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the City Engineer and property owner.
 - ii) Parking and Storage of Materials. Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur west of the Target Service Drive off of Red Fox Road. No fill, excavated material or construction materials shall be stored in the public right-of-way or on any nearby property.
 - iii) Site Access. The Developer/Owner shall have permitted access off of Red Fox Road as shown on the approved plans. A defined construction entrance shall be constructed at the site access point.
 - iv) Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on Saturdays. No work is permitted on Sundays or holidays without the prior approval of the City.
 - v) Site Maintenance. The Developer/Owner shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City. Developer/Owner shall sweep Red Fox Road on an as needed basis, but at least once weekly. More frequent sweepings may be required, as directed by the City Engineer. The City has the right to direct the Developer/Owner to sweep other streets within the construction area, if necessary.
 - vi) The City does not sweep streets for private development projects. Developer/Owner must contract for sweeping and use a water-discharge broom apparatus. The City requires that the name of the Developer/Owner's sweeper and a copy of the contract be provided to the City at the pre-construction meeting.
- DD) Pre-construction Meeting. The City will require a pre-construction meeting to be conducted prior to any work being performed on the project. The City staff, Developer/Owner, Project Manager, and Contractor shall attend the meeting. The City encourages that sub-contractors attend the pre-con meeting. The meeting will be conducted at the City of Shoreview City hall.
- EE) Default. The occurrence of any of the following after written notice from the City and thirty (30) days to cure, or such other period as may be agreed upon in writing by the parties, shall be considered a "Event of Default" in the terms and conditions contained in this Agreement shall apply to each phase of this development:

- i) The failure of the Developer/Owner to comply with any of the terms and conditions contained in this agreement;
- ii) The failure of the Developer/Owner to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.

FF) **Remedies.** Upon the occurrence of an Event of Default as identified in each phase of this development, the City, in addition to any other remedy which may be available to it shall be permitted to do the following:

- i) City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer/Owner shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer/Owner from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
- ii) The Developer/Owner shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
- iii) Obtain an order from a court of competent jurisdiction requiring the Developer/Owner to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
- iv) Exercise any other remedies, which may be available to it, including an action for damages.
- v) Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
- vi) In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer/Owner shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally taken.

(V) **IN WITNESS WHEREOF**, the City and the Developer/Owner have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this 17th day of October, 2011.

DPS - SHOREVIEW, LLC

CITY OF SHOREVIEW

Its

Sandra C. Martin, Mayor

CITY COUNTY CREDIT UNION

Its

Terry Schwerm, City Manager

EXHIBIT 'A'

**EROSION CONTROL ESCROW AGREEMENT
SOUTHVIEW SHOREVIEW
PLANNED UNIT DEVELOPMENT & PLAT
DPS – SHOREVIEW, LLC**

(A) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation of the State of Minnesota (hereinafter the “City”), and DPS - Shoreview, LLC, its successors and assigns (hereinafter the “Developer”).

(B) The City and the Developer have executed a Site Development Agreement that obligates the Developer to control soil erosion during the development of the subject property. To secure erosion control during the development of this site, the Developer has submitted a cash surety to the City of Shoreview in the amount of **\$18,000.00**. The Developer has submitted this financial surety to the City on the following conditions:

1. The developer shall not receive interest on the amount of the surety.
2. The developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Contract regarding erosion control and/or to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, until the Engineering Department has determined that erosion control has been satisfied. The surety may also be utilized for problems created off the site directly or indirectly as result of on-site conditions.
3. The developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 48 hours. In the event the remedy is not satisfactorily in place within that time period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.
4. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined that the need for erosion control has been satisfied, or the funds have been replaced by a successor in interest.
5. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.
6. This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

(C) The Developer agrees to reimburse the City at a rate of \$55.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement.

The obligations imposed by this paragraph shall commence on the date of execution of the Escrow Agreement by the Developer.

IN WITNESS WHEREOF, the City and the Developer have executed this agreement this 17th day of October, 2011

DPS-SHOREVIEW, LLC

CITY OF SHOREVIEW

Its

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

EXHIBIT 'B'

**STATEMENT OF REQUIRED IMPROVEMENTS AND SECURITY
DPS-SHOREVIEW, LLC
PLANNED UNIT DEVELOPMENT AND PLAT**

A. MISCELLANEOUS IMPROVEMENTS IN R.O.W.

1. Relocated City water main, water and sewer connections	\$ 26,500.00
2. Road and Cul-de-sac construction	9,000.00
3. Driveway cuts and road repairs	7,800.00
4. Boulevard Sod	3,500.00
5. Install street light at Cul-de-sac	6,200.00

Sub-Total	\$ 63,000.00
	Per Ordinance <u>1.25</u>

Total	\$ 78,750.00
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NOTES: Completion Date for Misc. Improvements September 1, 2012

Administrative Overhead Fee is based on \$63,000.00
(63,000.00 X 2% = \$1,260.00)

DPS-SHOREVIEW, LLC

Prepared by: Thomas L. Hammitt/TW/KN
Date: October 11, 2011

EXHIBIT 'B'

OVERHEAD CHARGE TABLE AND RATE FEE

<u>PROJECT CONTRACT AMOUNT FOR PUBLIC IMPROVEMENTS</u>	<u>AMOUNT</u>
\$0.00 to \$100,000	2.00%
\$100,001 to \$200,000	1.70%
\$200,001 to \$300,000	1.40%
\$300,001 to \$400,000	1.10%
\$400,001 and over	0.80%

Rates Approved
Dated: June 2, 1982

EXHIBIT 'C'

Record Plan Requirements

As-built plans are required for all public and private improvements.

After the completion of Developer-installed public improvements, the City Engineer shall be provided with two blue-line sets of record drawing plans of the project for review purposes.

Upon final approval of the blue-line record drawing plans of the project, the City Engineer shall be provided with one full size set (22"x 34") of mylar copies of the approved record drawing plans of the project. All record plans shall be mylar sepia from inked and clearly legible drawings, accurately drawn to scale. Proper notes and statements as required in this manual shall be placed on the plans.

The City will also be provided with the as-built drawings on disk in the City-approved format as follows:

Electronic As-Built

1. Required on compact disk or DVD.
2. All information must be in AutoCAD R14 version or newer in DWG format.
3. Approved final plat sheet and AutoCAD drawings submitted in Ramsey County coordinates.
4. As-built construction plan sheets and drawing files shall have descriptive layer names or a key for the layer names.
5. Overall development plan with all utilities (curb stops, clean outs, MHs, fees CBs, GVs, etc.) in Ramsey County coordinates.
6. Show Ramsey County monuments used for the survey.

After completion of construction, all manholes, catch basins, hydrants and other elements of the project shall be re-measured with an as-built field survey. The plans shall be corrected and modified to show the correct distances, elevations, dimensions, alignments, and any other change in the specific details of the plans. All changes and modifications on the record plan shall be drawn to scale to accurately represent the work as constructed. Incorrect elevations, distances, etc. shall be crossed out from the original plan sheets and corrected as necessary to complete the record plan.

At a minimum, record plans shall include:

General

1. All construction contractor names should be noted on each page.
2. Record Plan stamp with date should be shown on each page.
3. All utilities in Ramsey County coordinates system.

4. All ties should be less than 100'.
5. Grading limits and elevations.
6. Bench marks used and TNH elevations.

Grading Plan As-Built

1. Existing ground elevations at all lot corners
2. Spot elevations at all house pads (hold down elevations)
3. Spot elevations of pond bottom (50' maximum grid)
4. Drainage and utility easement and outlot spot elevations
5. Pond water elevations and date taken.
6. Prior to close out, as-builts of ponding areas must be done to verify depths after house construction is complete.

Sanitary Sewer, Water Main

1. As-built elevations (invert & rims), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run and for services
3. Wye stationing and location from TV reports
4. Elevation of riser
5. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plan.
6. All curb boxes and sanitary sewer services shall be tied with at least two ties, using the following priorities:
 - The building or structure being served, with address
 - Fire hydrants
 - Manholes, catch basins
 - Neighboring structures, with the address noted
 - Other permanent structures (bridges, telephone boxes, pedestals, transformers)
 - Power poles, streetlights, etc.
7. All gate valves shall be tied with at least two ties, using the following priorities:
 - Fire hydrants
 - Manholes
 - Catch basins
 - Neighboring structures, with the address noted
 - Buildings or other permanent structures (bridges, telephone boxes, pedestals, transformers)
 - Power poles, streetlights, etc.
8. As-built elevations of each hydrant at top nut
9. Any deviations of fittings from those shown on the plan
10. Note describing pipe type and size for mainline and for services
11. Stationing of corporation stop on water main

Storm Sewer

1. As-built elevations (invert & rim), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run.
3. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plans.
4. As-built plans on all ponding areas are required. Plans shall indicate finished contours at two-foot intervals, normal water elevation, high water elevation, and the acre-feet of storage for each ponding area, along with the final storm sewer plans. Upon completion of pond construction, ponds shall be cross-sectioned to confirm that they have been constructed to the proper volume and shape. As-built record plans shall be prepared for all ponding areas just prior to closing project out.

Streets

1. Show where fabric has been placed in the streets on the plan portion of the as-builts.
2. Show locations where subgrade corrections were done on the projects as approved by a soils engineer.

Master Planned Unit Development Agreement
DPS – Shoreview, LLC
Stonehenge Shoreview Retail Center, LLC
Page 20 of 20

EXHIBIT 'D'
EXTRACT FROM THE MINUTES OF
THE OCTOBER 17, 2011 CITY COUNCIL MEETING

**SITE DEVELOPMENT AGREEMENT
STONEHENGE SHOREVIEW RETAIL CENTER
DPS - SHOREVIEW, LLC**

(I) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the "City") and DPS - Shoreview, LLC, their successors and assigns (hereinafter the "Developer").

(II) On October 17, 2011 the City gave approval to develop certain property currently located on Red Fox Road within the City and legally described as follows (hereinafter the "Subject Property"):

Parcel 1

That part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Twenty-Six (26), Township Thirty (30), Range Twenty-three (23), lying Southerly of the South right-of-way line of Trunk Highway 694, except that part platted as George Reiling Third Addition. Ramsey County, Minnesota

And

Parcel 2

That part of the Southeast Quarter of the Northwest Quarter of Section 26, Township 30, Range 23, lying Southerly of the following described line:

Beginning at a point on the West line of said Section 26, distant 754.4 feet North of the West Quarter corner thereof; thence run Southeasterly at an angle of 72 degrees 17 minutes with said West section line for 3000 feet and there terminating, Ramsey County Minnesota.

Which when platted will be legally described as CCCU Commercial Addition, Ramsey County, Minnesota

(III) Pursuant to City Ordinances, the Developer is required:

- A. To make certain improvements to the Lot 2, Block 1, CCCU Commercial Addition.
- B. To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements, which remain incomplete at the time of the Developer's request for final site and building approval.
- C. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

- (IV) In consideration of the City's grant of permission allowing the Developer to develop the subject property, and in consideration of the mutual agreements contained herein, the City and the Developer agree as follows:

- A) **Applicability.** This agreement is applicable to Lot 2, Block 1, CCCU Addition.
- B) **Improvements.** All improvements shall be constructed in accordance with the approval of the City Council, the City's ordinances and regulations and pursuant to approved plans and specifications. The retail center building, located on Lot 2, Block 1, CCCU Addition, shall have an area of approximately 10,034 square feet. All requirements attached to said project by the City's Council on October 17, 2011, as conditions of the planned unit development approval, are to be satisfied whether or not identified in this document.
- B) **Landscape Installation.** Prior to issuance of a building permit, the Developer shall submit a landscape plan for approval by the City Planner. The Developer agrees to install all plant materials as shown on the approved landscape plan and to be consistent with the standards established in the Development Regulations of the City of Shoreview. All landscape materials placed, as part of this landscape plan shall be replaced with like material if they should die within twelve months of planting.

The City Planner shall estimate the cost of landscape improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the plant materials to be installed. A surety of **\$15,470.00** is required prior to the issuance of any permits for this project.

- C) **Erosion Control.** An Erosion Control Plan/Storm Water Pollution Prevention Plan (SWPPP) shall be prepared under the seal of a Registered Professional Engineer on behalf of the Developer and shall be submitted to the Public Works Director. The Developer agrees to comply with the recommendations of the Public Works Director for the subject property and shall incorporate these recommendations in to the plans and specifications. ***No site grading shall occur prior to the installation of approved erosion control measures and execution of required agreements and submission of sureties.***

The development is subject to the Erosion Control Agreement for the Planned Unit Development and Plat, and the Developer agrees to the terms and conditions of that Agreement.

- D) **Other Permits.** The applicant is subject to the NPDES permitting requirements for the development, and shall demonstrate compliance before any City permits are issued for this site.

STONEHENGE SHOREVIEW RETAIL CENTER

DPS – Shoreview, LLC

October 17, 2011

Page 3 of 8

- E) **Stormwater Management.** All stormwater management infrastructure on the site is private, shall utilize stormwater best management practices, and be designed to minimize the need for maintenance and reduce the chance of failure.
- F) **All Costs Responsibility of Developer.** The Developer agrees to pay for all costs incurred of whatever kind or nature in order to construct the improvements required by the City's regulations. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements, or the development of the property. The Developer agrees to hold the City harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the property or the acts of the Developer, its agents or contractors in relationship thereto.
- G) **Special Development Terms.** The project is subject to the conditions as approved by the City Council on October 3, 2011 and October 17, 2011, whether or not specified in this Agreement.
- I) **As-Builts and Grading Certification** An as-built survey, prepared by a surveyor licensed and registered by the State of Minnesota, shall be submitted upon completion of the permitted work. The as-built survey shall include details of:
- i) The final site grading and all improvements;
 - ii) Any public or private infrastructure, including the storm sewer system, the water main system and the sanitary sewer system that was not shown on the as-builts submitted for the Planned Unit Development and Plat. Profiles are required.

The as-builts shall conform to the standards specified in Exhibit A. The Developer shall deposit an escrow in the amount of **\$2,000.00** as surety for the as-built survey. The Developer shall provide the City with as-builts of the private infrastructure, including water, sanitary sewer, storm sewer and services.

- J) **Construction Management.** The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:
- i) **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director and property owner.
 - ii) **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee

vehicles shall occur on Red Fox Road, west of the Target Service Driveway. No fill, excavated material or construction materials shall be stored in the public right-of-way.

- iii) Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on Saturdays. No work is permitted on Sundays or holidays without the prior approval of the City.
 - iv) Site Maintenance. The developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City. Developer shall sweep Red Fox Road on an as needed basis, but at least once weekly. More frequent sweepings may be required, as directed by the City Engineer. The City has the right to direct the developer to sweep other streets, including Lexington Avenue, within the construction area, if necessary. The City does not sweep streets for private development projects. Developer must have a contract for sweeping and use a water-discharge broom apparatus for street sweeping.
- K) Default The occurrence of any of the following after written notice from the City and thirty (30) days to cure (or such longer period as may be reasonable) shall be considered an “Event of Default” in the terms and conditions contained in this Agreement:
- i) The failure of the Developer to comply with any of the terms and conditions contained in this agreement;
 - ii) The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.
- L) Remedies Upon the occurrence of an Event of Default, the City, in addition to any other remedy, which may be available to it, shall be permitted to do the following:
- i) City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
 - ii) The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City’s rights pursuant to this section.

- iii) Obtain an order from a court of competent jurisdiction requiring the developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
- iv) Exercise any other remedies, which may be available to it, including an action for damages.
- v) Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally taken.

(V) **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this October 17, 2011.

DPS – SHOREVIEW, LLC

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Title

Terry Schwerm, City Manager

EXHIBIT 'A'

Record Plan Requirements

As-built plans are required for all public and private improvements.

After the completion of Developer-installed public improvements, the City Engineer shall be provided with two blue-line sets of record drawing plans of the project for review purposes.

Upon final approval of the blue-line record drawing plans of the project, the City Engineer shall be provided with one full size set (22"x 34") of mylar copies of the approved record drawing plans of the project. All record plans shall be mylar sepia from inked and clearly legible drawings, accurately drawn to scale. Proper notes and statements as required in this manual shall be placed on the plans.

The City will also be provided with the as-built drawings on disk in the City-approved format as follows:

Electronic As-Builts

1. Required on compact disk or DVD.
2. All information must be in AutoCAD R14 version or newer in DWG format.
3. Approved final plat sheet and AutoCAD drawings submitted in Ramsey County coordinates.
4. As-built construction plan sheets and drawing files shall have descriptive layer names or a key for the layer names.
5. Overall development plan with all utilities (curb stops, clean outs, MHs, fees CBs, GVs, etc.) in Ramsey County coordinates.
6. Show Ramsey County monuments used for the survey.

After completion of construction, all manholes, catch basins, hydrants and other elements of the project shall be re-measured with an as-built field survey. The plans shall be corrected and modified to show the correct distances, elevations, dimensions, alignments, and any other change in the specific details of the plans. All changes and modifications on the record plan shall be drawn to scale to accurately represent the work as constructed. Incorrect elevations, distances, etc. shall be crossed out from the original plan sheets and corrected as necessary to complete the record plan.

At a minimum, record plans shall include:

General

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DPS – Shoreview, LLC

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1. All construction contractor names should be noted on each page.
2. Record Plan stamp with date should be shown on each page.
3. All utilities in Ramsey County coordinates system.
4. All ties should be less than 100'.
5. Grading limits and elevations.
6. Bench marks used and TNH elevations.

Grading Plan As-Built

1. Existing ground elevations at all lot corners
2. Spot elevations at all house pads (hold down elevations)
3. Spot elevations of pond bottom (50' maximum grid)
4. Drainage and utility easement and outlot spot elevations
5. Pond water elevations and date taken.
6. Prior to close out, as-builts of ponding areas must be done to verify depths after house construction is complete.

Sanitary Sewer, Water Main

1. As-built elevations (invert & rims), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run and for services
3. Wye stationing and location from TV reports
4. Elevation of riser
5. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plan.
6. All curb boxes and sanitary sewer services shall be tied with at least two ties, using the following priorities:
 - The building or structure being served, with address
 - Fire hydrants
 - Manholes, catch basins
 - Neighboring structures, with the address noted
 - Other permanent structures (bridges, telephone boxes, pedestals, transformers)
 - Power poles, streetlights, etc.
7. All gate valves shall be tied with at least two ties, using the following priorities:
 - Fire hydrants
 - Manholes
 - Catch basins
 - Neighboring structures, with the address noted
 - Buildings or other permanent structures (bridges, telephone boxes, pedestals, transformers)
 - Power poles, streetlights, etc.
8. As-built elevations of each hydrant at top nut

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DPS – Shoreview, LLC

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9. Any deviations of fittings from those shown on the plan
10. Note describing pipe type and size for mainline and for services
11. Stationing of corporation stop on water main

Storm Sewer

1. As-built elevations (invert & rim), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run.
3. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plans.
4. As-built plans on all ponding areas are required. Plans shall indicate finished contours at two-foot intervals, normal water elevation, high water elevation, and the acre-feet of storage for each ponding area, along with the final storm sewer plans. Upon completion of pond construction, ponds shall be cross-sectioned to confirm that they have been constructed to the proper volume and shape. As-built record plans shall be prepared for all ponding areas just prior to closing project out.

Streets

1. Show where fabric has been placed in the streets on the plan portion of the as-builts.
2. Show locations where subgrade corrections were done on the projects as approved by a soils engineer.

Revised 9/02/04

REVENUE SHARING AGREEMENT

This Revenue Sharing Agreement is made this _____ day of _____ 2011 by and between DPS Shoreview LLC, a Minnesota corporation (herein "DPS"), its successors and assigns, and the City of Shoreview, a Minnesota corporation and political subdivision of the State of Minnesota (herein the 'City').

RECITALS

Whereas, DPS owns or has leasehold rights for approximately 5.5 acres, which after recording of the plat, will be legally described as:

*Lots 1 and 2, Block 1 and Outlot A, CCCU ADDITION,
Ramsey County Minnesota
(hereafter "the Property")*

Whereas, on August 15, 2011 the Shoreview City Council adopted Ordinance No. 883, amending City regulations pertaining to Dynamic Display Billboards in anticipation of DPS development plans for the Property; and

Whereas, Ordinance No. 883 includes provisions that allow off-premises advertising signs (billboards) provided said signs comply with the provisions of the Municipal Code; and

Whereas, on October 17, 2011 the Shoreview City Council approved requests for Final Plat, and Planned Unit Development – Final Stage that permits DPS to develop the Property with a phased retail development, as described in the plans approved by the City; and

Whereas the City is providing financial assistance to DPS to facilitate development of the Property; and

Whereas, an existing non-conforming off-premise advertising sign is located on the development site; and

Whereas, the plans approved for the Planned Unit Development, Final Stage indicate that said existing off-premise advertising sign will be removed from the development site; and

Whereas, the plans approved for the Planned Unit Development, Final Stage indicate that an off-premise advertising sign – a Dynamic Display Billboard will be erected on Outlot A; and

NOW, THEREFORE, in consideration of the City's action to provide financial assistance to DPS and in creating regulations for Dynamic Display Billboards ("Billboards") that provide a mechanism for the expansion of uses permitted on the Property; and in consideration of and in reliance upon the undertakings herein expressed, the parties agree as follows:

mechanism for the expansion of uses permitted on the Property; and in consideration of and in reliance upon the undertakings herein expressed, the parties agree as follows:

(A) Sign Permit Required: A City Sign Permit is required for an off-premise advertising sign on the property. Said sign is limited to a Dynamic Display Billboard only and shall be located on Outlot A as identified on the approved plans for the Planned Unit Development – Final Stage. The sign is required to comply with the provisions of Ordinance No. 883.

(B) Revenue Sharing. In consideration of the City's cooperation in establishing an appropriate ordinance which enables DPS to expand their use with respect to a future Dynamic Display Billboard, DPS hereby agrees to share revenue generated as a result of this additional permitted use.

1. As Revenue Sharing, DPS shall pay to the City:
 - a. January 1, 2012 through December 31, 2013, Revenue Sharing in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) per annum; and
 - b. Beginning January 1, 2014, Revenue Sharing shall increase by 3% per year each year thereafter (i.e., \$10,300 for 2015; \$10,609 for 2016); until
 - c. After January 1, 2023, Revenue Sharing shall increase to Twenty Thousand and No/100 Dollars (\$20,000.00) per annum.
 - d. Beginning January 1, 2024, said payment shall increase by 3% per year each year thereafter.
2. Revenue Sharing for calendar year 2012 shall be prorated through December 31st and shall be payable to the City within 30 days of the date when 85% of the leaseable floor area developed on Lot 2 is leased and occupied. DPS shall notify the City 30 days in advance of achieving 85% occupancy.
3. Said payment to the City shall be made in arrears by January 10th of the following calendar year.
4. Revenue Sharing shall:
 - a. Be reduced by 60% of the annual amount as above described in the event the operator of the Dynamic Digital Billboard proposes to convert the subject sign to a traditional off-premises sign, that is, not a Dynamic Digital Billboard.
 - b. Be prorated in any calendar year to exclude any days when the leased area is less than 85% of the leaseable floor area.

- c. Not exceed 50% of the annual revenue generated by the Dynamic Digital Billboard.
- d. DPS shall provide notice to the City of any reductions in Revenue Sharing within 30 days of the occurrence of any event that reduces the expected annual Revenue Sharing due the City under this Agreement.

(C) Term. This Operating Agreement will remain in effect as long as the billboard remains on the property. The Operating Agreement may be terminated at any time by the written agreement of both the City and DPS.

(D) Assignability and Delegation. The rights and obligations of DPS may be assigned to a successor in interest of the Property giving rise to such rights and obligations without requiring the consent of the City. DPS shall provide notice to the City 30 days in advance of any such assignment.

(E) All notices required to be sent under this Lease shall be by certified mail, return receipt requested to the following:

City:	DPS Shoreview :
City Manager	DPS Shoreview, LLC
City of Shoreview	c/o Stongehenge USA
4600 Victoria St. N.	18258 Minnetonka Boulevard #100
Shoreview, Minnesota 55126	Deephaven, Minnesota 55391

THEREFORE. the parties have executed this agreement as of the date and year above written.

Parties agree hereto:

DPS Shoreview, LLC

Dated: _____

By: _____

Its: _____

STATE OF _____)
)SS
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, _____ of DPS Shoreview, LLC and executed the Agreement on behalf of the company.

Notary Public

CITY OF SHOREVIEW:

Dated: _____

By: _____

Sandra C. Martin

Its: Mayor

Dated: _____

By: _____

Terry Schwerm

Its: City Administrator

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Sandra C. Martin and Terry Schwerm, the Mayor and City Administrator of the City of Shoreview and executed the Agreement by authority of the City Council.

Notary Public

DRAFT

DYNAMIC DIGITAL BILLBOARD OPERATING AGREEMENT CITY OF SHOREVIEW AND CLEAR CHANNEL OUTDOOR, INC. OUTLOT A, CCCU COMMERCIAL ADDITION

1.0 Parties. This Agreement is dated the ____ day of _____, 2011, and is entered into by and between the City of Shoreview, a Minnesota municipal corporation (“**City**”), DPS Shoreview BB LLC, a Minnesota corporation (“**DPS**”) and Clear Channel Outdoor Inc., a Delaware corporation (“**Applicant**”).

2.0 Recitals.

- A. On the ____th day of November, 2011, Clear Channel Outdoor, Inc. completed an application for a Dynamic Digital Billboard Sign Permit (“**Application**”) to be located on Outlot A, CCCU Commercial Addition, Ramsey County.
- B. The Application was subject to administrative review by the City Manager and approved on _____, 2011.
- C. The Application was found to be in compliance with the provisions of the City Code and eligible for a permit subject to the execution of this Operating Agreement pursuant to Section 208.040(9)(b)(ii)(c) of the Shoreview Municipal Code.
- D. The Applicant will construct the Dynamic Digital Billboard on Outlot A, CCCU Commercial Addition under the terms of a site lease agreement with DPS, the owner of leasehold rights to the property.

3.0 Terms. In compliance with the City’s Sign Regulations, the parties hereby agree:

- A. Conditions of Approval. The Applicant shall comply with the following conditions of approval:
 - 1. The project must be completed in accordance with the plans dated _____ submitted as part of the Dynamic Digital Display Billboard Sign Permit Application.
 - 2. This approval will expire after 180 days if a building permit has not been issued and work has not begun on the project.
 - 3. This approval is contingent upon the DPS Shoreview LLC executing a site lease agreement with the Applicant that includes a designated location for the Dynamic Digital Display Billboard, and easements for access and utilities. A copy of the executed site lease agreement shall be submitted to the City prior

to issuance of a building permit for the Project. Confidential information may be redacted.

4. The Applicant shall submit a technical report from a structural engineer detailing the proposed sign design. The report shall be submitted prior to issuance of a building permit, and is subject to review by the City.
5. The Dynamic Digital Display is required to be operated in accordance with the provisions of the City Sign Code, including the General Standards specified in Section 208.030(B) and (C).
6. The Dynamic Digital Display Billboard height shall not exceed 70-feet above existing ground level, unless otherwise permitted in accordance with the City Sign Code.
7. The support columns shall be concealed with an approved architectural treatment.
8. A landscape plan shall be submitted for review and approval of the City Planner prior to issuance of a building permit. The plan shall include a dense planting of native shrubs to screen group cabinet and utilities from view. A landscape surety shall be submitted to insure the installation of the landscape materials.
9. The conduit from the equipment cabinet to the Dynamic Digital Display Billboard shall be routed underground.
10. Site utilities shall be installed underground within the utility easement.
11. The Dynamic Digital Display Billboard shall not be operated prior to the removal of the existing non-conforming outdoor advertising sign from Lot 3, Block 1, CCCU Commercial Addition.
12. The site is subject to confirmation that light emissions conform to the standards specified in Section 208.040(9)(b)(ii)(b) of the Shoreview Municipal Code. The Applicant shall notify the City when the system is installed, prior to operation to arrange a test to demonstrate that the brightness conforms to the levels specified by the Shoreview Municipal Code. The Applicant is responsible for the costs of the testing that demonstrates the sign complies with the provisions of the City Sign Code pertaining to brightness.
13. The Applicant shall allow the City to display up to 5 hours (e.g., 2,250 8-second messages) public service announcements per month at no cost. The public service messages shall be reasonably distributed throughout the day, and shall not be relegated to the midnight to 6 a.m. time frame as the only time of delivery.
14. The Applicant shall participate in the State of Minnesota's public safety alert system by displaying alerts promulgated by that public safety system.
15. A permanent emergency power generator shall not be installed on the site. Temporary emergency power generation shall occur on-site only after power outages of 4 or more hours. The Applicant shall notify the City if emergency power is needed to operate the Dynamic Digital Display Billboard.
16. The Applicant shall obtain all required permits from the Minnesota Department of Transportation and submit copies to the City annually.

- B. Insurance. The Applicant shall carry adequate insurance to protect against any and all claims, demands, actions, judgments, expenses, and liabilities which may arise out of or result directly or indirectly from the Applicant's use of the Property.
- C. Site Maintenance. The Applicant shall maintain the site in good and safe condition and to preserve its original appearance and concealment elements incorporated into the design at the time of approval. Such maintenance shall include, but is not limited to, painting and repair of equipment.
- D. Periodic Inspections. The Applicant shall allow the City to enter the property for the purpose of periodic inspections to determine that the site complies with the conditions of the approval and all safety and building codes. The City shall have the right to conduct such inspections upon 5 day written notice to The Applicant.
- E. Notice. All Notices required in accordance with this Operating Agreement shall be sent by certified mail, return receipt requested, to the following:

City of Shoreview: City Manager
City of Shoreview
4600 Victoria St. N
Shoreview, MN 55126

Applicant: Clear Channel Outdoor, Inc.
3225 Spring Street Northeast
Minneapolis, MN 55413

- I. Abandonment. A Dynamic Digital Display Billboard that has not been used for 90 days shall be deemed abandoned. The City may either require abandoned Dynamic Digital Display Billboard to be removed from the site pursuant to the same procedures used for the removal of dangerous or unsafe structures; or require the property owner to remove the billboard.
- J. Non-Waiver of Enforcement Rights. The City does not, nor shall this Operating Agreement be interpreted or construed to, waive any of its rights to enforce all building, zoning health and safety regulations of the City, including applicable provisions of the Sign Code.
- K. Binding on Successors. This Operating Agreement binds the successors in interest and assigns of the Applicant, and shall run with the land.
- L. Default. Failure to comply with the conditions of this Agreement shall be considered a default. In the event of a default, the City, in its sole discretion, may require that the Applicant remove the Dynamic Digital Display Billboard, and appurtenances from the site or, in the alternative, such improvements may be removed in the same manner pursuant to the same procedures as is used for removal of dangerous or unsafe structures. The Applicant shall reimburse the

City for all costs incurred by the City to enforce the provisions of this Operating Agreement including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF SHOREVIEW

By: _____
Sandra C. Martin

Its: **MAYOR**

By: _____
Terry Schwerm

Its: **CITY MANAGER**

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011.

Notary Public

CLEAR CHANNEL OUTDOOR INC

By: _____

Its: _____

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2011.

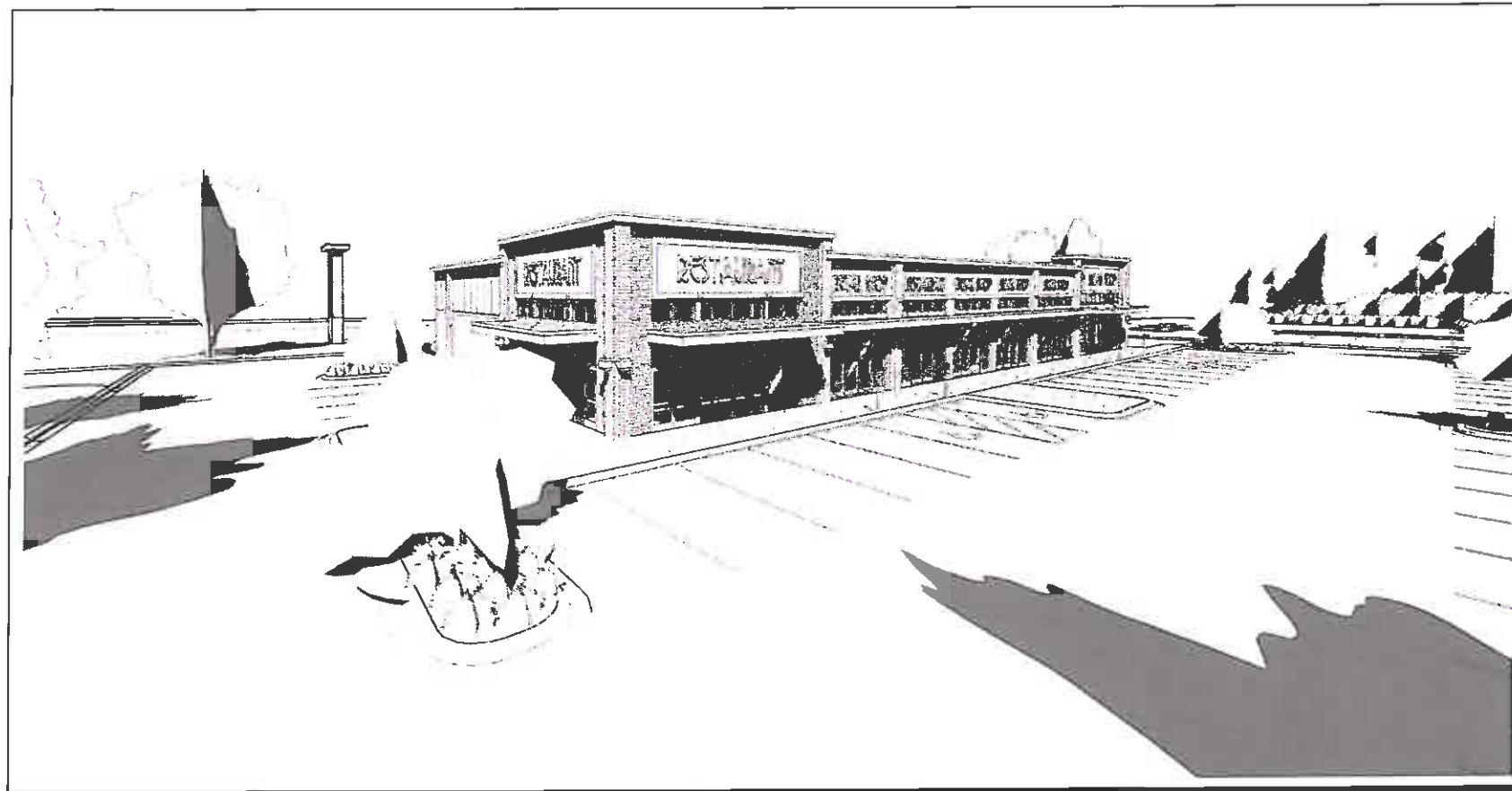
DPS SHOREVIEW BB LLC

By: _____

Its: _____

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2011.



STONEHENGE SHOREVIEW RETAIL CENTER

RED FOX ROAD
SHOREVIEW, MN 55126

ABBREVIATIONS

ABV	ABOVE	EXH	EXHAUST	MAT	MATERIAL	ROW	RIGHT OF WAY
ACC	ACCESSIBLE	EXIST	EXISTING	VM	MANHOLE	RM	ROOM
AF	ABOVE FINISHED FLOOR	EJ	EXPANSION JOINT	MFR	MANUFACTURE	RO	ROUGH OPENING
ARCH	ARCHITECT	EXP	EXPANSION	MAS	MASONRY	RES	ROD AND SHELF
ALUM	ALUMINUM	EF	EXHAUST FAN	MO	MASONRY OPENING	SHTG	SHEATHING
APPROX	APPROXIMATE	ELEC PNL	ELECTRICAL PANEL	MTL	METAL	SHR	SHOWER
BPL	BEARING PLATE	EWG	ELECTRIC WATER COOLER	MISC	MISCELLANEOUS	SIM	SIMILAR
BM	BENCHMARK	EXT	EXTERIOR	NIC	NOT IN CONTRACT	SC	SOLID CORE
BLKG	BLOCKING	FFE	FINISHED FLOOR ELEVATION	NTS	NOT TO SCALE	SPEC	SPECIFICATIONS
BOT	BOTTOM	FPL	FIREPLACE	NO	NUMBER	SQ	SQUARE
BOW	BOTTOM OF WALL	FD	FLOOR DRAIN	OC	ON CENTER	S STL	STAINLESS STEEL
CIP	CAST-IN-PLACE	FTG	FOOTING	OPNG	OPENING	SD	STORM DRAIN
CB	CATCH BASIN	FND	FOUNDATION	OPP	OPPOSITE	STRUCT	STRUCTURAL
CLG	CEILING	FH	FIRE HYDRANT	OPH	OPPOSITE HAND	SYM	SYMMETRY (ICAL)
CT	CERAMIC TILE	GA	GAGE, GAUGE	OD	OUTSIDE DIAMETER	THK	THICKNESS
CUR	CLEAR (ANCE)	GALV	GALVANIZED	OH	OVERHEAD	TOC	TOP OF CONCRETE
CONC	CONCRETE	GC	GENERAL CONTRACTOR	OHD	OVERHEAD DOOR	TOS	TOP OF SLAB
CMU	CONCRETE MASONRY UNIT	GB	GRAB BAR	PAR	PARALLEL	TCW	TOP OF WALL
CONST	CONSTRUCTION	HDW	HARDWARE	PART	PARTITION	T	TREAD
CONT	CONTINUE (OUS)	HVAC	HEATING / VENTILATION / AIR CONDITIONING	PVMT	PAVEMENT	TYP	TYPICAL
CRS	COURSE	HT	HEIGHT	P LAM	PLASTIC LAMINATE	TOP	TOP OF FOOTING
CJ	CONTROL JOINT	HC	HANDICAP	PL	PLATE	UNP	UNFINISHED
DTL	DETAIL	HM	HOLLOW METAL	PT	PRESSURE TREATED	UR	URINAL
DIA	DIAMETER	HOR	HORIZONTAL	PVC	POLYVINYL CHLORIDE	UNO	UNLESS NOTED OTHERWISE
DIM	DIMENSION	HB	HOLE BIBB	PSF	POUNDS PER SQUARE FOOT	VERT	VERTICAL
DR	DOOR	INCL	INCLUDE	PSI	POUNDS PER SQUARE INCH	VTR	VENT THRU ROOF
DS	DOWNSPOUT	ID	INSIDE DIAMETER	PC	PRECAST	WD	WOOD
DWG	DRAWING	INSUL	INSULATION	PL	PROPERTY LINE	WC	WATER CLOSET
DP	DRINKING FOUNTAIN	INT	INTERIOR	PP	POWER POLE	WH	WATER HEATER
ELECT	ELECTRIC (AL)	INV	INVERT	QT	QUARRY TILE	WP	WATERPROOFING
EL	ELEVATION	JST	JOIST	R	RADIUS	WR	WATER RESISTANT
EQ	EQUAL	LAM	LAMINATE	RA	RETURN AIR	WWF	WELDED WIRE FABRIC
		LAV	LAVATORY	RD	ROOF DRAIN	W	WIDTH, WIDE
		LH	LEFT HAND	REF	REFERENCE	YH	YARD HYDRANT
		LT	LIGHT	RF	ROCK FACE	YD	YARD DRAIN
				RH	RIGHT HAND	YI	YARD INLET

PROJECT TEAM

DEVELOPER:
STONEHENGE USA
RANDY RAUWERDINK
18255 MINNETONKA BLVD
DEERHAVEN, MN

rauwerdink@stonehenge-usa.com
(952) 288-2200
FAX (952) 473-2206

ARCHITECT/LANDSCAPE ARCHITECT:
TUSHIE MONTGOMERY ARCHITECTS

ANDY KRENIF
JORDAN LOCKMAN
Ardyk@tmarchitects.com
Jordan@tmarchitects.com

7645 LYNDALE AVENUE SOUTH, #100
MINNEAPOLIS, MINNESOTA 55423 FAX (612) 861-9632

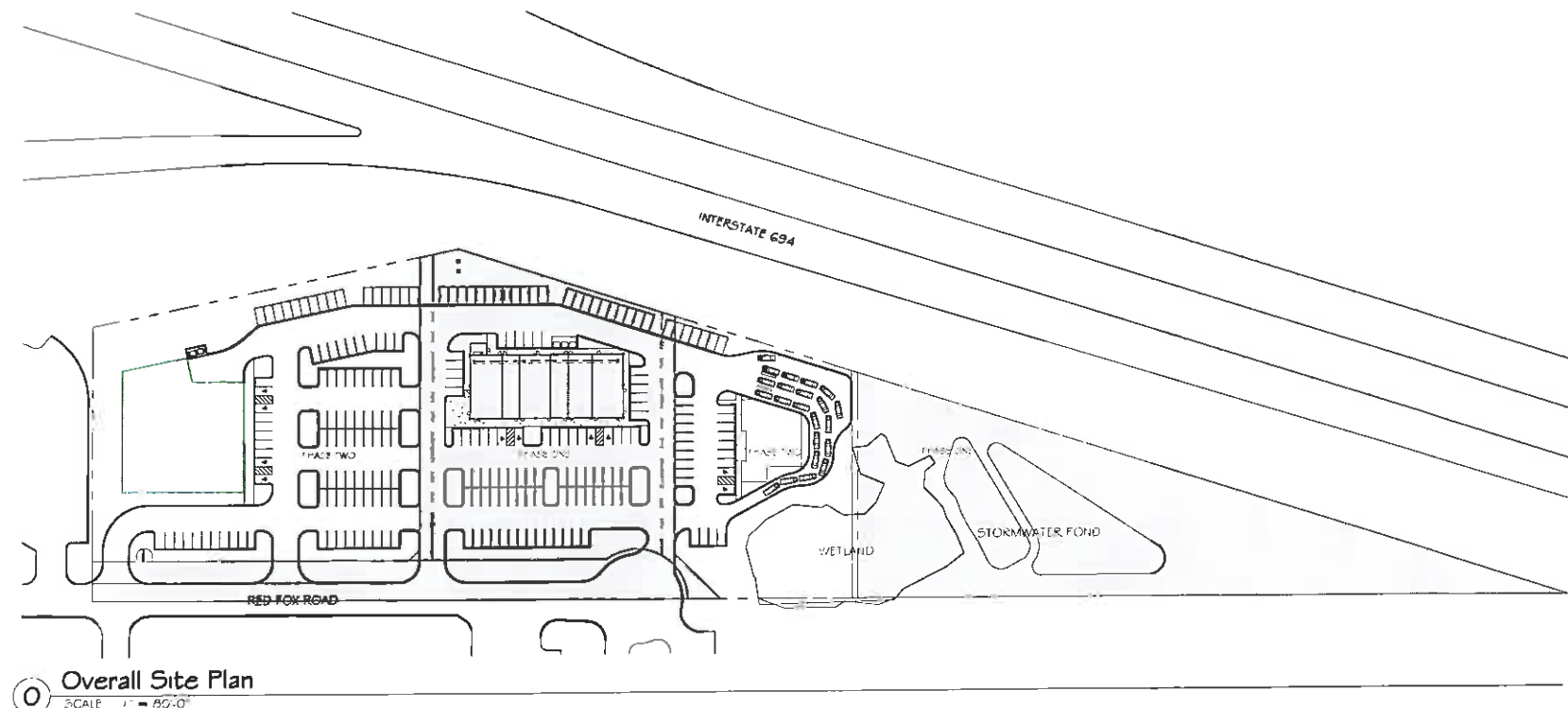
CIVIL ENGINEER:

MFRA

PAUL THOMAS
14800 28TH AVENUE NORTH, SUITE 140
PLYMOUTH, MN 55447

PThomas@mfra.com
(763) 476-6010
FAX (763) 398-0864

OVERALL PROJECT SITE



Overall Site Plan
SCALE 1" = 80'-0"

SITE LOCATION



GENERAL NOTES

ALL NECESSARY AND/OR REQUIRED TESTS, INSPECTIONS OF DRAWING REVIEWS AND TRAINING, INTERPRETATION, REQUIRED BY THE GENERAL CONTRACTOR, SHALL BE OBTAINED BY A REGISTERED ARCHITECT AND/OR BY A REGISTERED ENGINEER. IF NOT, THE ARCHITECT OF RECORD AND/OR THE ENGINEER OF RECORD SHALL BE HELD RESPONSIBLE FOR THE PROTECTION OF THE WORK. IMPROPERLY EXECUTED, THE INSPECTOR ARCHITECT AND/OR ENGINEER SHALL BE THE RESPONSIBLE FOR THOSE VIOLATIONS, DECISIONS AND/OR DOCUMENT INTERPRETATIONS MADE AS THEY RELATE TO THE CONTRACT DOCUMENTS AND THEIR INTENT.

- DIMENSIONS GIVEN FOR MASONRY ON ARCHITECTURAL DRAWINGS ARE NOMINAL UNLESS OTHERWISE NOTED.
- SCALED MEASUREMENTS OF DRAWINGS SHALL NOT BE ALLOWED.
- DIMENSIONS FOR STUO WALLS ARE TO FACE EXTERIOR AND INTERIOR. MASONRY WALLS ARE TO FACE OF EXTERIOR UNLESS NOTED OTHERWISE.
- ALL CONSTRUCTION SHALL MEET ALL APPLICABLE CODES AND MAINTAIN EXISTENT SPECIALTY.

DRAWING INDEX

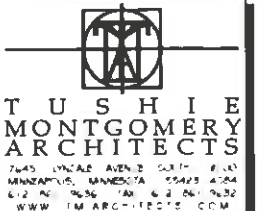
CS COVER SHEET
SS1 0 SITE SURVEY

CIVIL

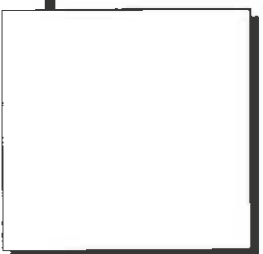
C1 01	EXISTING CONDITIONS
C1 02	EXISTING TREES
C1 03	TREE INVENTORY PLAN
C2 01	PRELIMINARY PLAN
C3 01	OVERALL GRADING PLAN
C3 02	PHASE 1 GRADING PLAN
C3 03	PHASE 1 GRADING NOTES
C4 01	PHASE 1 EROSION & SEDIMENT CONTROL PLAN
C4 02	PHASE 1B EROSION & SEDIMENT CONTROL PLAN
C4 03	OVERALL EROSION & SEDIMENT CONTROL PLAN
C4 04	EROSION & SEDIMENT CONTROL NOTES AND DETAILS
C5 01	OVERALL UTILITY PLAN
C5 02	SANITARY & WATERMAIN PHASE 1 - UTILITY PLAN
C5 03	STORM SEWER UTILITY PLAN
C6 01	DETAILS
C6 02	DETAILS

ARCHITECTURAL

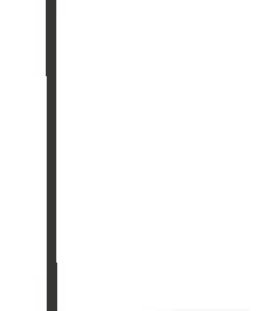
L1 0	SITE PLAN - FINAL INSTALLATION
L1 1	SITE PLAN - INITIAL CONSTRUCTION
L3 0	LANDSCAPE PLAN
L3 1	LANDSCAPE PLAN - INITIAL CONSTRUCTION
L5 0	TREE PRESERVATION PLAN
L6 0	LIGHTING PLAN
A1 1	ELEVATIONS & FLOOR PLAN
A1 2	PERSPECTIVES
SN1 0	SIGNAGE

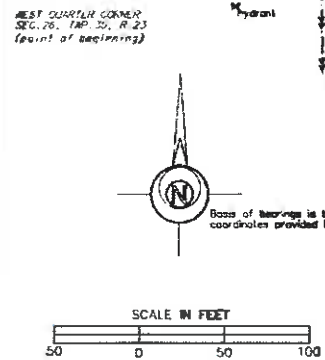
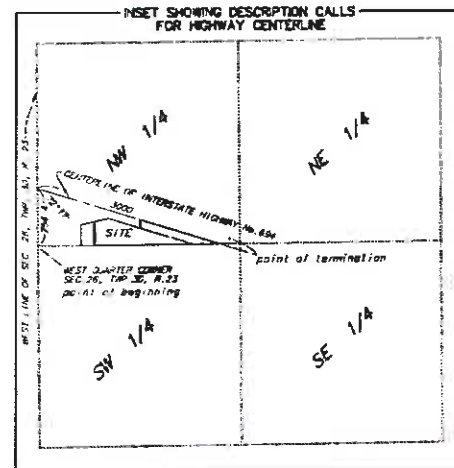
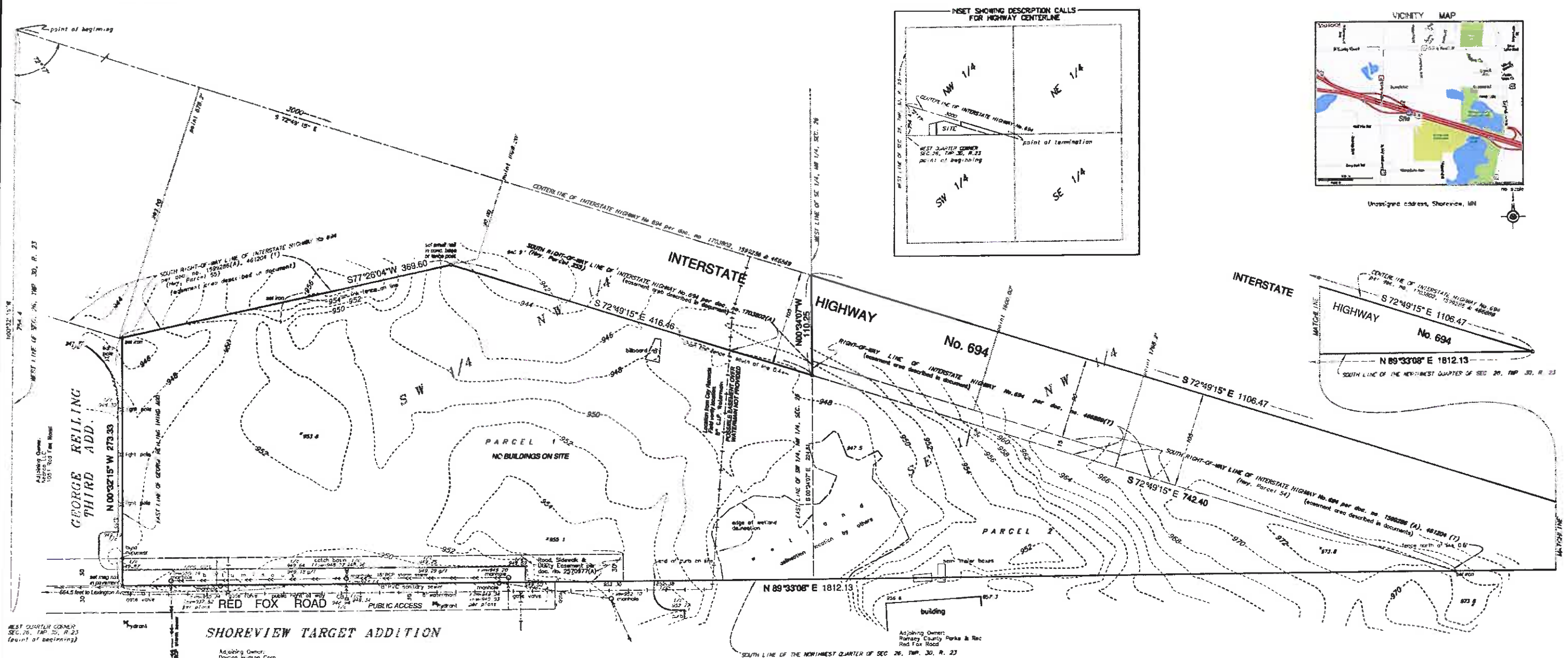


Stonehenge Shoreview Retail Center
SHOREVIEW, MINNESOTA



Revisions & Addendums
SEPT. 8, 2011 CITY SUBMITTAL
OCT. 7, 2011 CITY SUBMITTAL
FINAL PUD





Wetland delineation location provided by Anderson Engineering of Minnesota, L.L.C. Dated October 2008.

Above ground utility locations have been field located as shown. All underground utility services which serve the property have attempted to be located through the services of Gopher State One Call per ticket number 80832493. However, some of the utility companies failed to provide underground utility locations and it is recommended that Gopher State One Call be contacted prior to any construction at 851-454-0002. Underground utility information shown per maps by others and locations are approximate.

In some cases depiction of site conditions and symbols are shown in exaggerated ways to show conditions to be represented more clearly rather than positionally correct.

Topography shown from existing physical field measurements and not from any digital overlay.

Benchmark: MNDOT Disc #6285 H
 Located on bridge abutment on Lexington Ave. and U.S. Hwy No. 694
 Elevation = 855.24 N.G.V.D.

The only statements shown are from plats of record or information provided by client.

We hereby certify that this is a true and correct representation of a survey of the boundaries of the above described land and the location of all buildings and visible encroachments, if any, from or on said land.
 September 8, 2010

Signed: *Gregory R. Pranch*
 Gregory R. Pranch, Minn. Reg. No. 24992

ORIGINAL DATE: 10-09-09 FIELD BY: JH DRAWN BY: DE CHECKED BY: GP REVISIONS: 3-16-10 boundary parcel 2	PREPARED BY: LOT SURVEYS COMPANY, INC. LAND SURVEYORS 7801 73RD AVE. NO. BROOKLYN PARK, MN 55428 Ph. (783) 560-3083 Fx. (783) 560-3522	BOUNDARY AND TOPOGRAPHICAL SURVEY STONEHENGE USA 18258 Minnesota Blvd. Suite 100 Deephaven, MN 55301
D-Srvy/26-30-23/BOUNDARY SURVEY w/78496 ac]	78 No. 1943-18	RW, INCL 78496



TUSHIE MONTGOMERY ARCHITECTS
 7545 LYNDALE AVENUE SOUTH #100
 MINNEAPOLIS, MINNESOTA 55425-4024
 612.361.2656 Fax: 612.361.2652
 WWW.TMARCHITECTS.COM



mfra
 engineering surveying planning energy
 14800 28th Ave. N. Ste 140
 Plymouth, Minnesota 55447
 (763) 478.6310 telephone
 (763) 478.8532 fax
 WWW.MFRA.COM

Stonehenge
 Shoreview Retail Center
 P.U.D. Submittal Documents
 SHOREVIEW, MINNESOTA



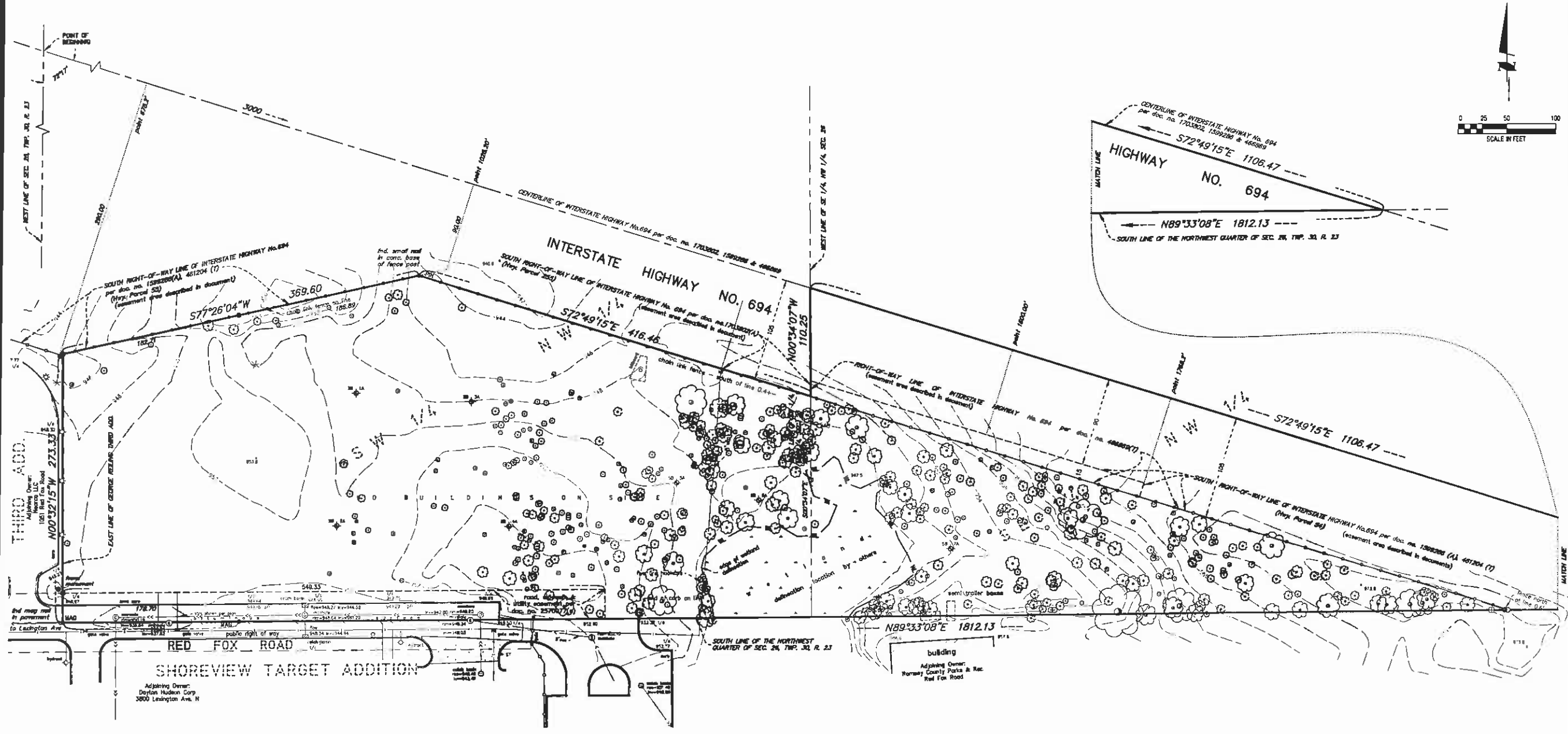
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 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 PRINT NAME: Matthew Duerksen, P.E.
 SIGNATURE: _____
 DATE: 09/02/11 LICENSE # 45463

Revisions & Addendums
 09/14/2011 - RCWD COMMENTS
 10/07/2011 - FINAL SUBMITTAL

NPPA Project Number 10275

Existing Conditions

C-1.01



DESCRIPTION

That part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-six (26), Township Thirty (30), Range Twenty-three (23), Ramsey County, Minnesota, lying Southwesterly of the South right of way line of Trunk Highway 694, EXCEPT that part platted as George Helling Third Addition, according to the recorded plat thereof in Ramsey County, Minnesota.

(Abstract Property)

That part of the Southeast Quarter of the Northwest Quarter of Section 26, Township 30, Range 23, lying Southwesterly of the following described line:

Beginning at a point on the West line of said Section 26, distant 754.4 feet North of the West Quarter corner thereof; thence run Southwesterly at an angle of 72 degrees 17 minutes with said West section line for 3000 feet and thence terminating.

(Towns Property Certificate of Title No. 573662)

BENCHMARK

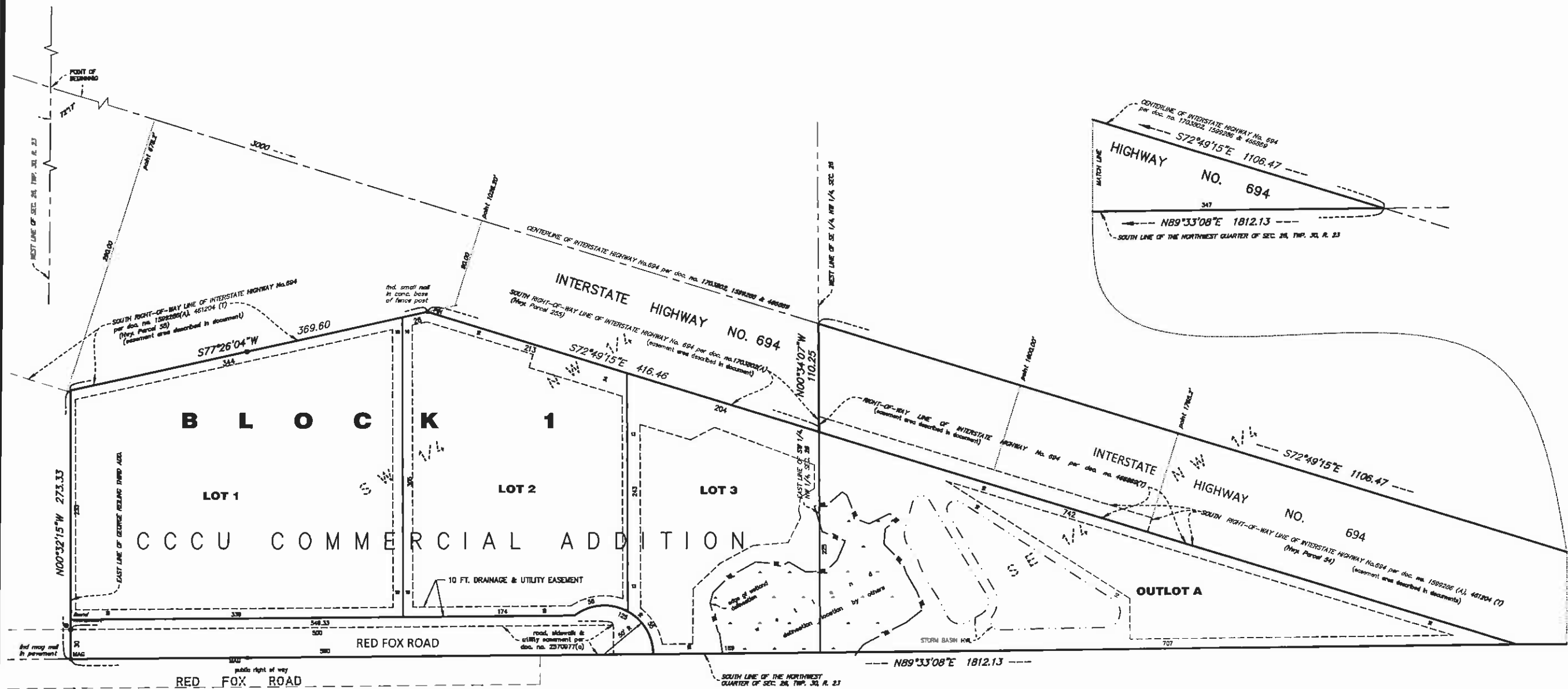
MNDOT Doc. #6285 H
 Located on bridge abutment on Lexington Ave. and U.S. Hwy No. 694
 Elevation = 955.24 M.G.V.D. 29

LEGEND

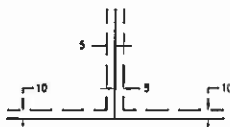
- | | | |
|-------------------|----------------------------|----------------------|
| ● FOUND MONUMENT | — I — WATERMAIN | --- EASEMENT LINE |
| ○ SET MONUMENT | — S — SANITARY SEWER | --- SETBACK LINE |
| ⊕ ELECTRIC METER | — S — STORM SEWER | --- RIGHT OF ACCESS |
| ⊕ LIGHT | — S — FLARED END SECTION | — CONCRETE CURB |
| ⊕ AIR CONDITIONER | — S — ELECTRIC TRANSFORMER | — BUILDING LINE |
| ⊕ GUY AND/OR | ⊕ TELEPHONE PEDESTAL | — BUILDING CANOPY |
| ⊕ HANDICAP STALL | ⊕ GAS METER | — BITUMINOUS SURFACE |
| ⊕ UTILITY POLE | — OVERHEAD WIRE | — CONCRETE SURFACE |
| ⊕ GUARD POST | — CHAIN LINK FENCE | — LANDSCAPE SURFACE |
| ⊕ BOLLARD | — IRON FENCE | — DECIDUOUS TREE |
| ⊕ SIGN | — WIRE FENCE | — CONIFEROUS TREE |
| | — WOOD FENCE | |

SURVEY NOTES

- The bearing system is based on the Ramsey County coordinate system, NAD83 (1986 Adjust), with an assumed bearing of South 89 degrees 33 minutes 08 seconds East for the South line of the Northwest Quarter, Section 26, Township 30, Range 23. The originating monuments utilized to establish the horizontal position of this survey were the West Quarter corner and the Center of said section.
- Field work was completed on 05/04/2010
- Topography provided by Lot Survey's ALTA/ACSM Land Title Survey revised November 7th, 2006.
- Wellhead calibration location provided by Anderson Engineering of Minnesota, L.L.C. Delineated October 2008.
- Entire site and surrounding areas are designated Area of Minimal Flooding Zone C per FEMA FRM #2703642020.
- The gross area of the subject property is 403,563 S.F. or 9.265 AC.
- Subject properties address is unchanged. Its property identification numbers are 26-30-23-25-0011 and 26-30-23-24-0004.



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS (NOT TO SCALE)



BEING 5 FEET IN WIDTH UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAN.

DEVELOPMENT NOTES

- All dimensions are rounded to the nearest foot.
- All areas are rounded to the nearest square foot.
- Drainage and Utility Easements will be provided over all public utilities and above the high water level of all ponds.
- Plot Subdivision name proposed to be "CCCU Commercial Addition".

PROPERTY SUMMARY

TOTAL SITE AREA: 479,583 S.F. (GROSS)
LESS RIGHT-OF-WAY: 120,815 S.F.
258,768 S.F. (NET)

LOT SUMMARY

LOT 1, BLOCK 1: 90,515 S.F. (2.078 AC.)
LOT 2, BLOCK 1: 83,904 S.F. (1.917 AC.)
LOT 3, BLOCK 1: 46,872 S.F. (1.066 AC.)
OUTLOT A: 78,477 S.F. (1.805 AC.)
Hwy. No. 694: 23,751 S.F. (0.545 AC.)
Hwy. No. 694: 97,064 S.F. (2.226 AC.)
TOTAL SITE AREA: 479,583 S.F. (10.965 AC.)

BENCHMARK

NDOT Doc #6285 H
Located on bridge abutment on
Ludington Ave. and U.S. Hwy No. 694
Elevation = 855.24 N.G.V.D. 29

DESCRIPTION

That part of the Southeast Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-six (26) Township Thirty (30), Range Twenty-three (23), Ramsey County, Minnesota, lying Southwesterly of the South right of way line of Trunk Highway 694, EXCEPT that part platted as George Relling Third Addition, according to the recorded plat thereof in Ramsey County, Minnesota.

(Abstract Property)

That part of the Southeast Quarter of the Northwest Quarter of Section 26, Township 30, Range 23, lying Southwesterly of the following described line:

Beginning at a point on the West line of said Section 26, distant 254.4 feet North of the West Quarter corner thereof; thence run Southeasterly at an angle of 72 degrees 17 minutes with said West section line for 3000 feet and then terminating.

(Torrens Property, Certificate of Title No. 513682)

SURVEY NOTES

- The bearing system is based on the Ramsey County coordinate system, NAD83 (1985 Adjust), with an assumed bearing of South 89 degrees 33 minutes 06 seconds East for the South line of the Northwest Quarter, Section 26, Township 30, Range 23. The originating measurements utilized to establish the horizontal position of this survey was the West Quarter corner and the Center of said section.
- Field work was completed on 03/28/2010.
- Topography provided by Lot Survey's ALTA/ACSM Land Title Survey revised November 7th, 2008.
- Welland delineation location provided by Anderson Engineering of Minnesota, LLC. Delineated October 2008.

TUSHIE MONTGOMERY ARCHITECTS
7445 LINDALE AVENUE SOUTH, P.O. BOX 100
MINNEAPOLIS, MINNESOTA 55413-4004
612.261.9636 FAX 612.261.9632
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engineering surveying planning energy
14800 28th Ave. N. Ste 140
Plymouth, Minnesota 55447
(763) 476.6010 telephone
(763) 476.6532 fax
www.mfra.com

Stonehenge
Shoreview Retail Center
P.U.D. Submittal Documents
SHOREVIEW, MINNESOTA

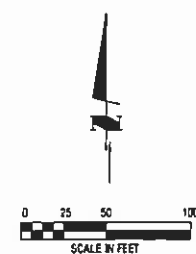
PREPARED FOR
STONEHENCE USA

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRINT NAME: **Matthew Duenwald, P.E.**
SIGNATURE: _____
DATE: 07/02/11 LICENSE # 425405

Exhibit A Addendum
09/14/2011 - ROAD CORRECTIONS
10/07/2011 - FINAL SUBMITTAL

M/FRA Project Number: 10275
Preliminary Plat

C-2.01
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Stonehenge
Shoreview Retail Center
P.U.D. Submittal Documents
SHOREVIEW, MINNESOTA



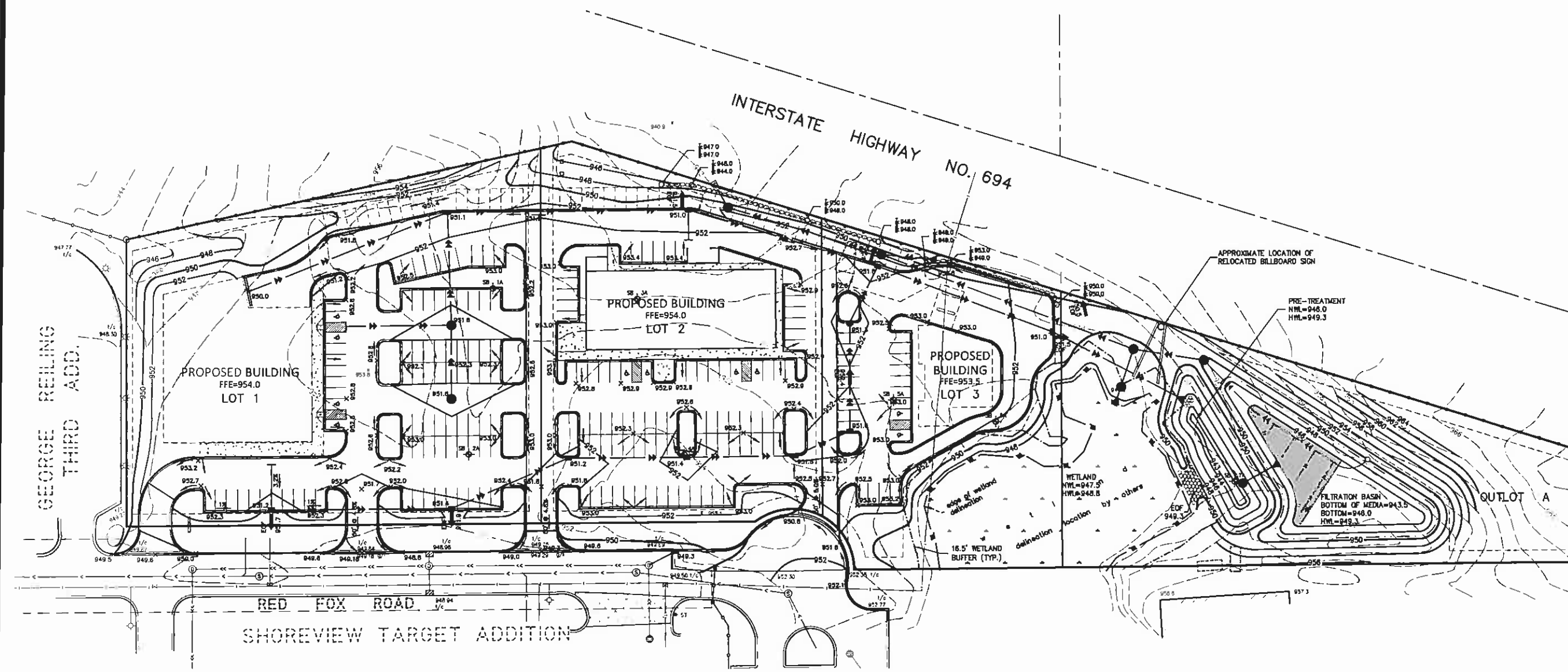
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 PRINT NAME: **Matthew Damrock, P.E.**
 SIGNATURE: _____
 DATE: 03/03/14 LICENSE # 45403

Revisions & Addendums
 05/14/2011 - REVD COMMENTS
 07/20/11 - FINAL SUBMITTAL

MFA Project Number 16275

Overall Grading Plan

C-3.01

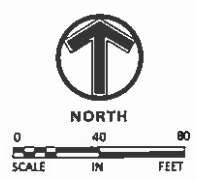


GRADING NOTES

REFERENCE SHEET C-3.03

LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT	---	---
CURB & GUTTER	---	---
STORM SEWER	---	---
DRAIN TILE	---	---
BUILDING	---	---
RETAINING WALL	---	---
WETLAND LIMITS	---	---
TREELINE	---	---
SPOT ELEVATION	942.5	942.5
CONTOUR	---	---
RIP RAP	---	---
OVERFLOW ELEV.	942.5	942.5
SOIL BORINGS	---	---



Stonehenge
Shoreview Retail Center
P.U.D. Submittal Documents
SHOREVIEW, MINNESOTA



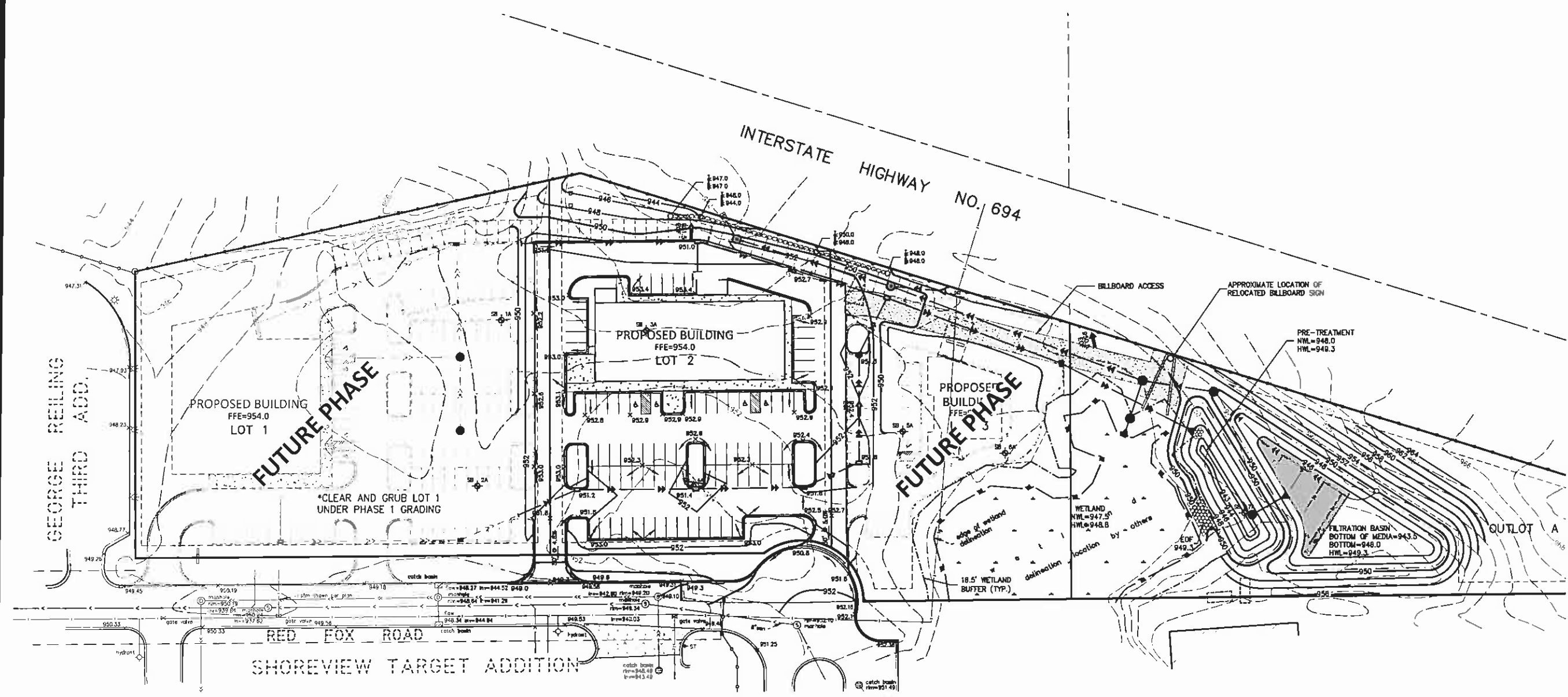
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 PRINT NAME: **Matthew Danavold, P.E.**
 SIGNATURE: _____
 DATE: 09/02/11 LICENSE # 45403

Revisions & Addendums
 09/14/2011 - RCD COMMENTS
 10/07/2011 - FINAL SUBMITTAL

MFA Project Number: 0275

Phase I Grading Plan

C-3.02

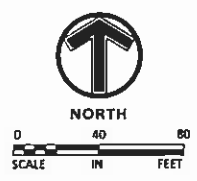


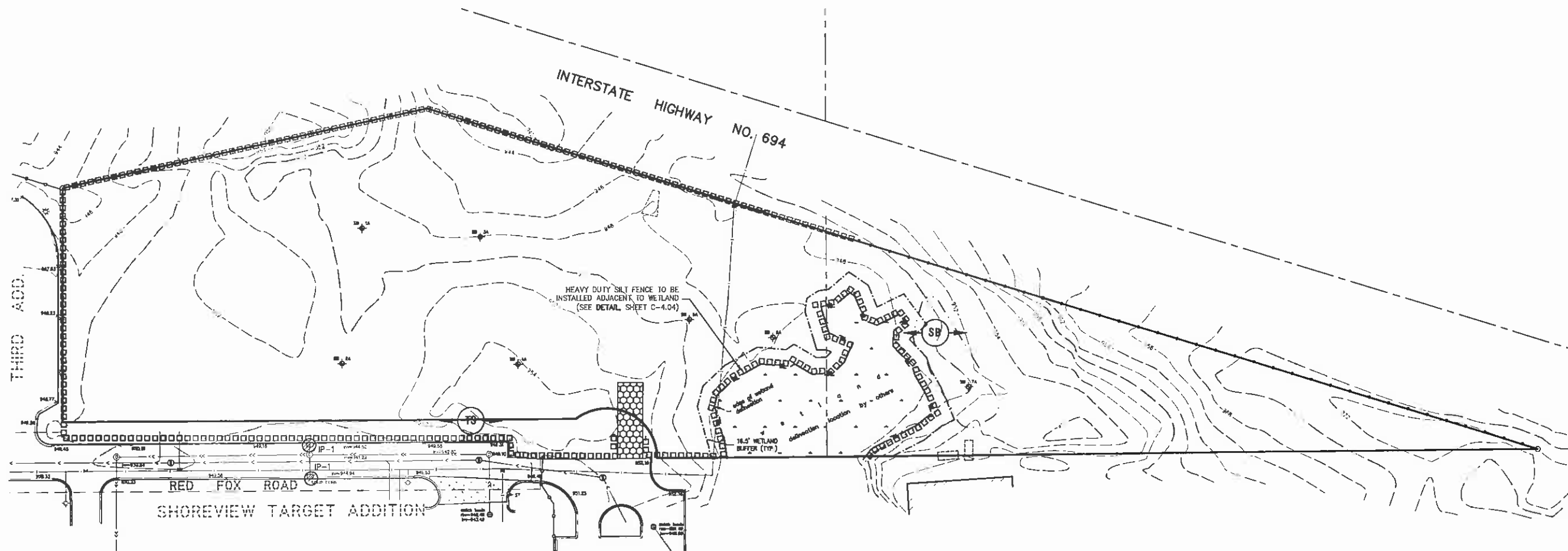
GRADING NOTES

REFERENCE SHEET C-3.03

LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT	---	---
CURB & GUTTER	---	---
STORM SEWER	---	---
DRAINAGE	---	---
BUILDING	---	---
RETAINING WALL	---	---
WETLAND LIMITS	---	---
TREELINE	---	---
SPOT ELEVATION	---	---
CONTOUR	---	---
RIP RAP	---	---
OVERFLOW ELEV.	---	---
SOIL BORINGS	---	---
BILLBOARD ACCESS	---	---





SEQUENCE OF CONSTRUCTION

PHASE I:

1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. CONSTRUCT THE SILT FENCES ON THE SITE.
4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
5. HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION OF BMPs. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
6. CLEAR AND GRUB THE SITE.
7. BEGIN GRADING THE SITE.
8. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.

PHASE II:

1. TEMPORARILY SEED DENuded AREAS.
2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
5. PREPARE SITE FOR PAVING.
6. PAVE SITE.
7. INSTALL INLET PROTECTION DEVICES.
8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT.

NOTE TO CONTRACTOR:

THE EROSION CONTROL PLAN SHEETS ALONG WITH THE REST OF THE SWPPP MUST BE KEPT ONSITE UNTIL THE NOTICE OF TERMINATION IS FILED WITH THE MPCA. THE CONTRACTOR MUST UPDATE THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS AS NECESSARY TO INCLUDE ADDITIONAL REDESIGNMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPs DESIGNED TO CORRECT PROBLEMS IDENTIFIED. AFTER FILING THE NOTICE OF TERMINATION, THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS AND ALL REVISIONS TO IT MUST BE SUBMITTED TO THE OWNER, TO BE KEPT ON FILE IN ACCORDANCE WITH THE RECORD RETENTION REQUIREMENTS DESCRIBED IN THE SWPPP NARRATIVE.

SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
TEMPORARY CONTROL MEASURES																		
STRIP & STOCKPILE TOPSOIL																		
ROUGH GRADE / SEDIMENT CONTROL																		
TEMPORARY CONSTRUCTION ROADS																		
FOUNDATION / BUILDING CONSTRUCTION																		
SITE CONSTRUCTION																		
PERMANENT CONTROL STRUCTURES																		
FINISH GRADING																		
LANDSCAPING / SEED / RIP RAP STABILIZATION																		
STORM FACILITIES																		

NOTE: CONTRACTOR OR GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

AREA SUMMARY IN ACRES - PHASE 1

PAVEMENT AREA	1.44 AC
BUILDING AREA	0.23 AC
SEEDING AREA	0.35 AC
TOTAL DISTURBED	2.02 AC
PRE - CONSTRUCTION IMPERVIOUS	0.0 AC
POST - CONSTRUCTION IMPERVIOUS	1.57 AC

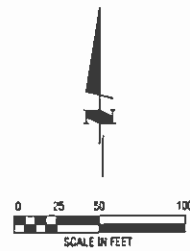
* REFER TO SHEET C4.04 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

EROSION CONTROL MATERIALS QUANTITIES

ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	1000
SILT DIKE	LINEAR FEET	0
BIO-ROLL	LINEAR FEET	0
CONSTRUCTION ENTRANCE	UNIT	1
INLET PROTECTION DEVICE (IP-1)	UNIT	2
INLET PROTECTION DEVICE (IP-2)	UNIT	0

LEGEND

	PROPOSED	EXISTING
CURB & GUTTER		
STORM SEWER		
SANITARY SEWER		
FORCE MAIN (SAN)		
WATERMAIN		
EASEMENT		
DRAIN TILE		
GAS LINE		
ELECTRIC		
TELEPHONE		
SPOT ELEVATION		
CONTOUR		
RIP RAP		
OVERFLOW ELEV.		
SILT FENCE		
SILT DIKE		
LIMITS OF DISTURBANCE		
SOIL BORINGS		
DIRECTION OF OVERLAND FLOW		
TEMPORARY DIVERSION DITCH		
CHECK DAM		
LIMITS OF DRAINAGE SUB-BASIN		
BIO-ROLL		
INLET PROTECTION DEVICE 1		
INLET PROTECTION DEVICE 2		
TEMPORARY STONE CONSTRUCTION ENTRANCE		
TEMPORARY SEDIMENT BASIN		
TEMPORARY STORAGE AND PARKING AREA		
TEMPORARY STABILIZATION MEASURE (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP)		



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(763) 476.8532 fax
www.mfra.com

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SHOREVIEW, MINNESOTA

PREPARED FOR
STONEHENCE USA

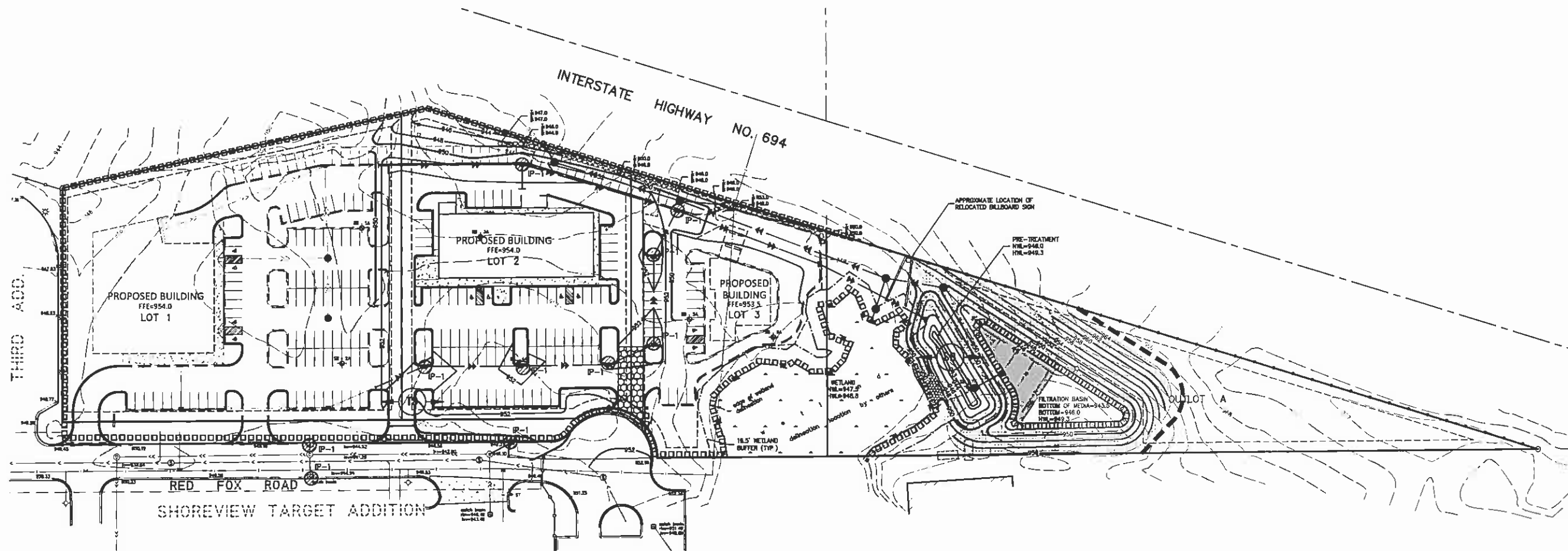
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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRINT NAME: Matthew Querns, P.E.
SIGNATURE: _____
DATE: 03-08-11 LICENSE # 43403

Revisions & Addendums
03-14-2011 RCDW COMMENTS
03-17-2011 FINAL SUBMITTAL

MPPA Project Number 10275

Phase 1A Erosion & Sediment Control Plan

C-4.01



SEQUENCE OF CONSTRUCTION

PHASE I:

1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. CONSTRUCT THE SILT FENCES ON THE SITE.
4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
5. HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION OF BMPs. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
6. CLEAR AND GRUB THE SITE.
7. BEGIN GRADING THE SITE.
8. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.

PHASE II:

1. TEMPORARILY SEED DEMOLISHED AREAS.
2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
5. PREPARE SITE FOR PAVING.
6. PAVE SITE.
7. INSTALL INLET PROTECTION DEVICES.
8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT.

NOTE TO CONTRACTOR:

THE EROSION CONTROL PLAN SHEETS ALONG WITH THE REST OF THE SWPPP MUST BE KEPT ON SITE UNTIL THE NOTICE OF TERMINATION IS FILED WITH THE MPCA. THE CONTRACTOR MUST UPDATE THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPs DESIGNED TO CORRECT PROBLEMS IDENTIFIED AFTER FILING THE NOTICE OF TERMINATION. THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS, AND ALL REVISIONS TO IT MUST BE SUBMITTED TO THE OWNER, TO BE KEPT ON FILE IN ACCORDANCE WITH THE RECORD RETENTION REQUIREMENTS DESCRIBED IN THE SWPPP NARRATIVE.

SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
TEMPORARY CONTROL MEASURES																		
STRIP & STOCKPILE TOPSOIL																		
ROUGH GRADE / SEDIMENT CONTROL																		
TEMPORARY CONSTRUCTION ROADS																		
FOUNDATION / BUILDING CONSTRUCTION																		
SITE CONSTRUCTION																		
PERMANENT CONTROL STRUCTURES																		
FINISH GRADING																		
LANDSCAPING, SEED / FINAL STABILIZATION																		
STORM FACILITIES																		

NOTE: CONTRACTOR OR GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

AREA SUMMARY IN ACRES - PHASE 1

PAVEMENT AREA	1.44 AC
BUILDING AREA	0.23 AC
SEEDING AREA	0.38 AC
TOTAL DISTURBED	2.05 AC
PRE - CONSTRUCTION IMPERVIOUS	0.0 AC
POST - CONSTRUCTION IMPERVIOUS	1.26 AC

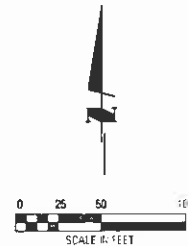
* REFER TO SHEET C4.04 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

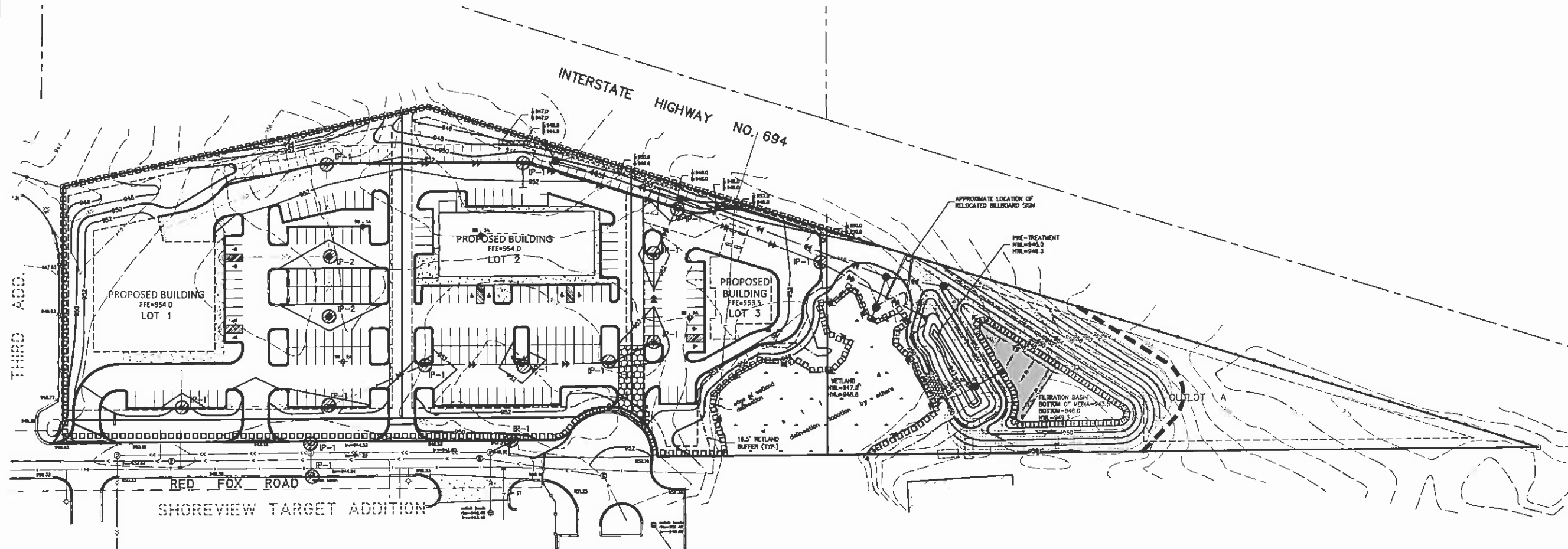
EROSION CONTROL MATERIALS QUANTITIES

ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	2330
SILT DIKE	LINEAR FEET	0
BIO-ROLL	LINEAR FEET	0
CONSTRUCTION ENTRANCE	UNIT	1
INLET PROTECTION DEVICE (IP-1)	UNIT	10
INLET PROTECTION DEVICE (IP-2)	UNIT	0

LEGEND

PROPOSED	EXISTING
CURB & GUTTER	
STORM SEWER	
SANITARY SEWER	
FORCE MAIN (S&S)	
WATERMAIN	
EASEMENT	
DRAINAGE	
GAS LINE	
ELECTRIC	
TELEPHONE	
SPOT ELEVATION	
CONTOUR	
RIIP RAP	
OVERFLOW ELEV.	
SILT FENCE	
SILT DIKE	
LIMITS OF DISTURBANCE	
SOIL BORINGS	
DIRECTION OF OVERLAND FLOW	
TEMPORARY DIVERSION	
DITCH	
CHECK DAM	
LIMITS OF DRAINAGE SUB-BASIN	
BIO-ROLL	
INLET PROTECTION DEVICE 1	
INLET PROTECTION DEVICE 2	
TEMPORARY STONE CONSTRUCTION ENTRANCE	
TEMPORARY SEDIMENT BASIN	
TEMPORARY STORAGE AND PARKING AREA	
TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP)	





SEQUENCE OF CONSTRUCTION

PHASE I

1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. CONSTRUCT THE SILT FENCES ON THE SITE.
4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
5. HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION OF BMPs. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
6. CLEAR AND GRUB THE SITE.
7. BEGIN GRADING THE SITE.
8. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.

PHASE II

1. TEMPORARILY SEED DENUDED AREAS.
2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
5. PREPARE SITE FOR PAVING.
6. PAVE SITE.
7. INSTALL INLET PROTECTION DEVICES.
8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT.

NOTE TO CONTRACTOR:

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SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
TEMPORARY CONTROL MEASURES																		
STRIP & STOCKPILE TOPSOIL																		
ROUGH GRADE / SEDIMENT CONTROL																		
TEMPORARY CONSTRUCTION ROADS																		
FOUNDATION / BUILDING CONSTRUCTION																		
SITE CONSTRUCTION																		
PERMANENT CONTROL STRUCTURES																		
FINISH GRADING																		
LANDSCAPING / SEED / FINAL STABILIZATION																		
STORM FACILITIES																		

NOTE: CONTRACTOR OR GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

AREA SUMMARY IN ACRES - OVERALL

PAVEMENT AREA	2.58 AC
BUILDING AREA	0.05 AC
SEEDING AREA	2.39 AC
TOTAL DISTURBED	5.02 AC
PRE - CONSTRUCTION IMPERVIOUS	0.0 AC
POST - CONSTRUCTION IMPERVIOUS	3.23 AC

* REFER TO SHEET C4.04 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

EROSION CONTROL MATERIALS QUANTITIES

ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	2330
SILT DIKE	LINEAR FEET	0
BRO-ROLL	LINEAR FEET	0
CONSTRUCTION ENTRANCE	UNIT	1
INLET PROTECTION DEVICE (IP-1)	UNIT	14
INLET PROTECTION DEVICE (IP-2)	UNIT	2

LEGEND

PROPOSED	EXISTING
CURB & GUTTER	
STORM SEWER	
SANITARY SEWER	
FORCE MAIN (S&W)	
WATERMAIN	
EASEMENT	
DRAINAGE	
GAS LINE	
ELECTRIC	
TELEPHONE	
SPOT ELEVATION	
CONTOUR	
RIP RAP	
OVERFLOW ELEV.	
SILT DIKE	
LIMITS OF DISTURBANCE	
SOIL BORINGS	
DIRECTION OF OVERLAND FLOW	
TEMPORARY DIVERSION DITCH	
CHECK DAM	
LIMITS OF DRAINAGE SUB-BASIN	
BRO-ROLL	
INLET PROTECTION DEVICE 1	
INLET PROTECTION DEVICE 2	
TEMPORARY STONE CONSTRUCTION ENTRANCE	
EROSION CONTROL BLANKET	

TEMPORARY SEDIMENT BASIN

TEMPORARY STORAGE AND PARKING AREA

TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP)



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Stonehenge
Shoreview Retail Center
P.U.D. Submittal Documents
SHOREVIEW, MINNESOTA



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PRINT NAME: **Matthew Damsdorf, P.E.**

SIGNATURE: _____

DATE: 03/02/11 LICENSE# 454609

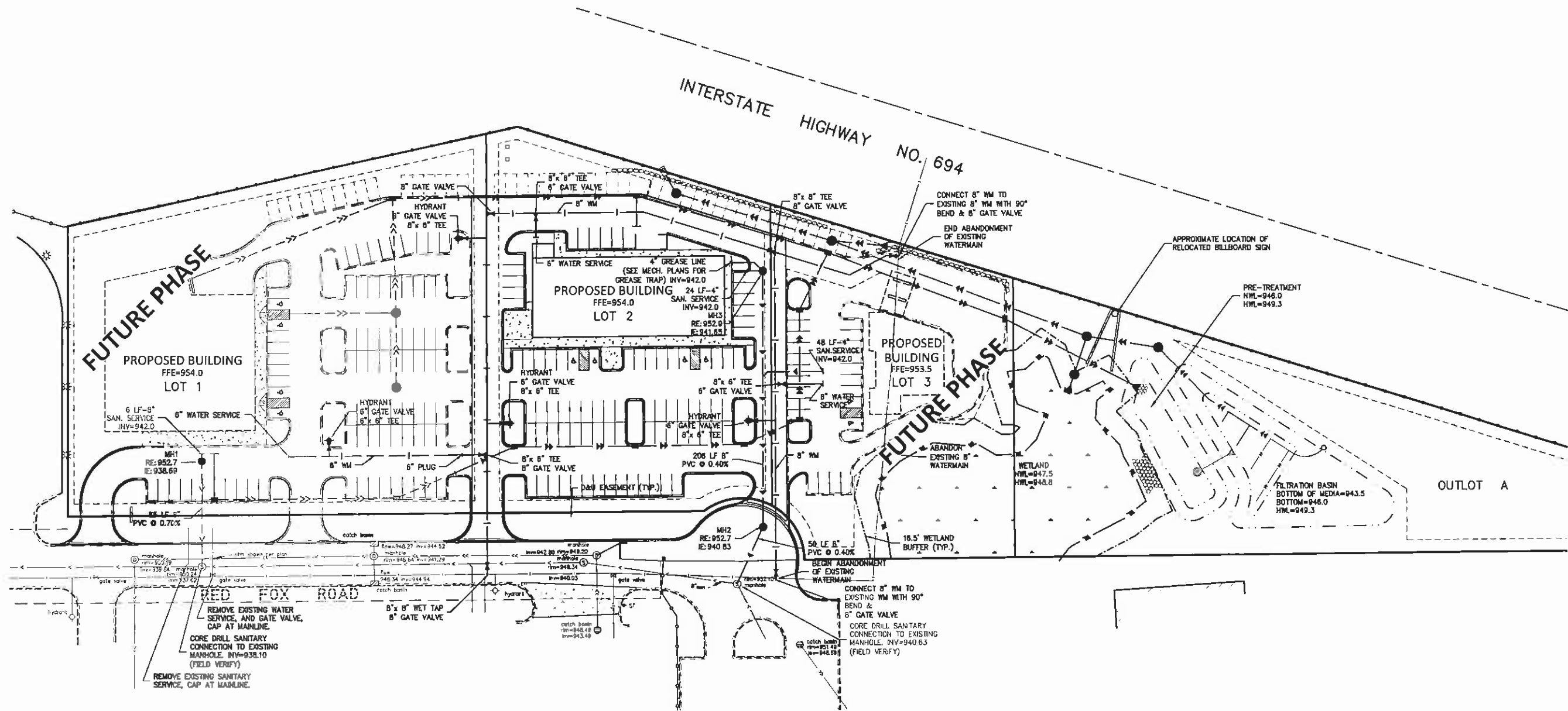
Revisions 4 Addendums
Q9/14/2011 - ROWD COMMENTS
10/17/2011 - FINAL SUBMITTAL

AEP&P Project History | A274

Sanitary & Watermain
Phase 1 - Utility Plan

C-5.02

● **1995** when 19th century & 20th century. In



CURB & GUTTER
STORM SEWER
SANITARY SEWER
FORCEMAIN (SAN.)
WATERMAIN
EASEMENT
DRAIN TILE
GAS LINE
ELECTRIC
TELEPHONE

A. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.

B. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE LOCATIONS OF SMALL UTILITIES SHALL BE OBTAINED BY THE CONTRACTOR, BY CALLING GOMPER STATE ONE CALL AT 454-0002.

C. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.

D. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.

F. ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THE PLANS IS A UTILITY QUALITY LEVEL 2. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE CATEGORIES OF CRABSE 38-2.6, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DEFERRABLE THE LOCATION AND DEPTH OF ALL UTILITIES ENCOUNTERED WHILE CONSTRUCTING WORK. BY CONFIRMING THE NOTIFICATION CANNOT (I) STATE EITHER STATE OR (II) IN ANY STATE. THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES ENCOUNTERED.

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO ACTIVE DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.



A horizontal scale bar with markings at 0, 40, and 80. Below the bar, the word "SCALE" is under the 0 mark, "IN" is under the 40 mark, and "FEET" is under the 80 mark.

Stonehenge
Shoreview Retail Center
P.U.D. Submittal Documents
SHOREVIEW, MINNESOTA



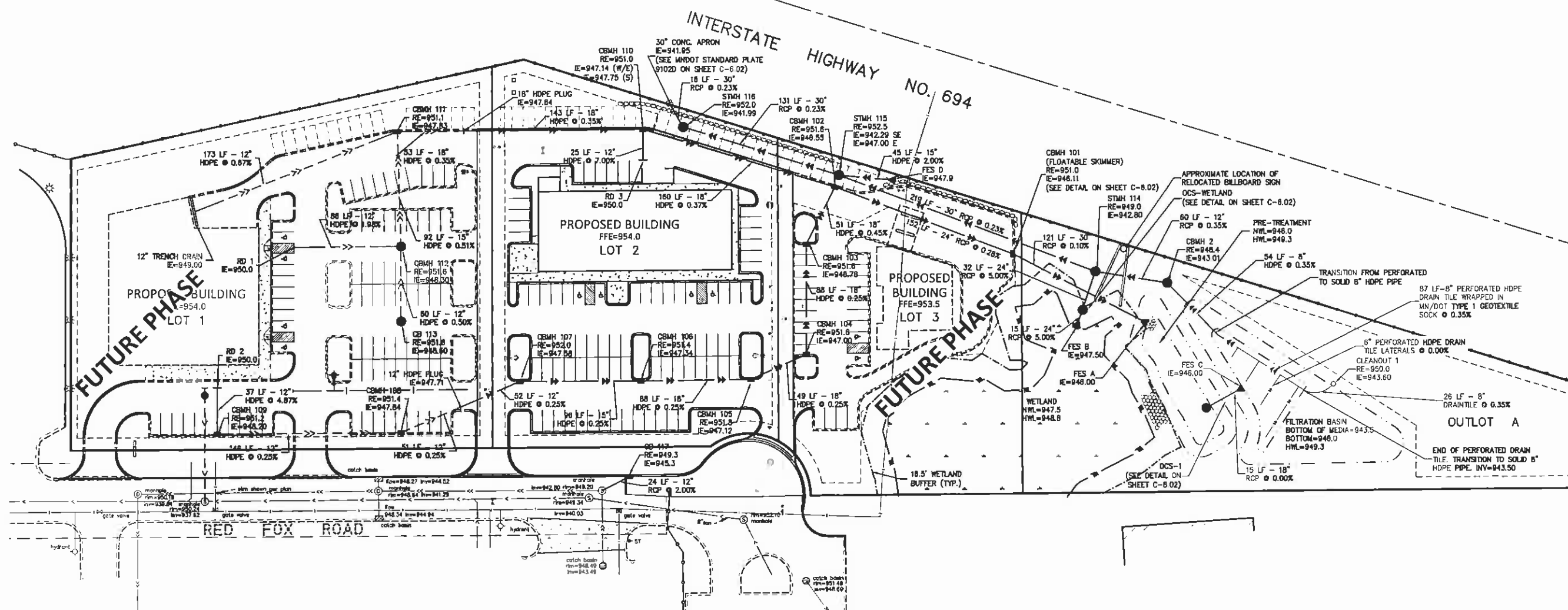
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PRINT NAME: **Matthew Dammold, P.E.**
SIGNATURE: _____
DATE: 07-02-11 LICENSE # 45403

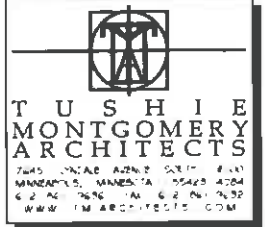
Revisions & Addendums
02/14/2011 - RWD COMMENTS
10/07/2011 - FINAL SUBMITTAL

U.M.F.R.A. Project Number: 10275

Storm Sewer Utility Plan

C-5.03





Stonehenge Shoreview Retail Center
SHOREVIEW, MINNESOTA



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PRINT NAME: JESSICA L. KILMAN
SIGNATURE: [Signature]
DATE: [Blank]
LICENSE #: 48523

Revisions & Addendums
SEPT. 2, 2011 CITY SUBMITTAL
OCT. 7, 2011 CITY SUBMITTAL
FINAL PLD

200156A

SITE PLAN - FINAL
INSTALLATION

LI.O

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INITIAL PARKING REQUIREMENTS

RESTAURANT 1 PARKING STALL PER 3 SEATS
4,415 SF W/ 180 SEATS
180/3 = 60 PARKING STALLS

COMMERCIAL DISTRICT 5.5 PARKING STALLS PER 1000 NET SF
(5,619 SF) x .8 SF = 4,495 SF
(4,495 SF/1000) x 5.5 = 25 PARKING STALLS

TOTAL 60 + 25 = 85
85 INITIAL PARKING STALLS REQUIRED
82 INITIAL PARKING STALLS PROVIDED

COMPLETED PARKING REQUIREMENTS

RESTAURANT 1 PARKING STALL PER 3 SEATS
4,415 SF W/ 180 SEATS
180/3 = 60 PARKING STALLS

COMMERCIAL DISTRICT 5.5 PARKING STALLS PER 1000 NET
(23,419) x .8 SF = 18,735 SF
(18,735/1000) x 5.5 = 103 PARKING STALLS

TOTAL 60 + 103 = 163
163 PARKING STALLS REQUIRED
190 PARKING STALLS PROVIDED

LOT SUMMARY - COMPLETED PROJECT

LOT 1: 90,515 S.F. (2.08 AC.)
LOT 2: 63,903 S.F. (1.47 AC.)
LOT 3: 48,872 S.F. (1.12 AC.)
OUTLOT: 79,477 S.F. (1.82 AC.)
RED FOX ROW: 23,751 S.F. (.55)

TOTAL SITE AREA: 306,518 S.F. (7.04 AC.)

BUILDINGS:
FUTURE MARKET: 14,000 SF
COMMERCIAL/RESTAURANT/RETAIL: 10,034 SF
FUTURE COMMERCIAL: 3,800 SF

TOTAL BUILDING AREA: 27,834 SF (9.1%)

PARKING LOTS: 100,598 SF (32.8%)
EXISTING WETLANDS: 20,450 SF (6.7%)
PROPOSED STORMWATER: 15,699 SF (5.1%)
SIDEWALKS: 5,725 SF (1.9%)
RED FOX ROAD AND APRONS: 14,537 SF (4.7%)

COMPLETED PARKING COUNTS

PARKING SPACES 190
PROOF OF PARKING 45
Grand total: 235

Impervious/Pervious Coverage - Initial Construction - Lot 1

Name	Area	% of Total Site
Impervious		
Impervious - Lot 1, Phase 1	3323 SF	3.67%
Pervious		
Pervious - Lot 1, Phase 1	87182 SF	98.33%
	90515 SF	

Impervious/Pervious Coverage - Initial Construction - Lot 2

Name	Area	% of Total Site
Impervious		
Impervious - Lot 2	49874 SF	78.05%
Pervious		
Pervious - Lot 2	14029 SF	21.95%
	83903 SF	

Impervious/Pervious Coverage - Initial Construction - Lot 3

Name	Area	% of Total Site
Impervious		
Impervious - Lot 3, Phase 1	2886 SF	5.91%
Pervious		
Pervious - Lot 3, Phase 1	45986 SF	94.09%
	48872 SF	

Impervious/Pervious Coverage - Red Fox

Name	Area	% of Total Site
Impervious		
Impervious - Red Fox ROW	14826 SF	82.85%
Pervious		
Pervious - Red Fox ROW	8823 SF	37.15%
	23752 SF	

Impervious/Pervious Coverage - Completed Construction Lot 1

Name	Area	% of Total Site
Impervious		
Impervious - Lot 1	57180 SF	83.17%
Impervious - Lot 1, Phase 1	3323 SF	3.67%
Pervious		
Pervious - Lot 1	30014 SF	33.18%
	90517 SF	

Impervious/Pervious Coverage - Completed Construction Lot 2

Name	Area	% of Total Site
Impervious		
Impervious - Lot 2	49874 SF	78.05%
Pervious		
Pervious - Lot 2	14029 SF	21.95%
	83903 SF	

Impervious/Pervious Coverage - Completed Construction Lot 3

Name	Area	% of Total Site
Impervious		
Impervious - Lot 3	24085 SF	48.24%
Impervious - Lot 3, Phase 1	2886 SF	5.91%
Pervious		
Pervious - Lot 3	21920 SF	44.85%
	48872 SF	

Impervious/Pervious Coverage - Outlot

Name	Area	% of Total Site
Pervious		
Pervious - Outlot	79477 SF	100.00%
	79477 SF	

Impervious/Pervious Coverage - Initial Construction - Less Red Fox Road Row

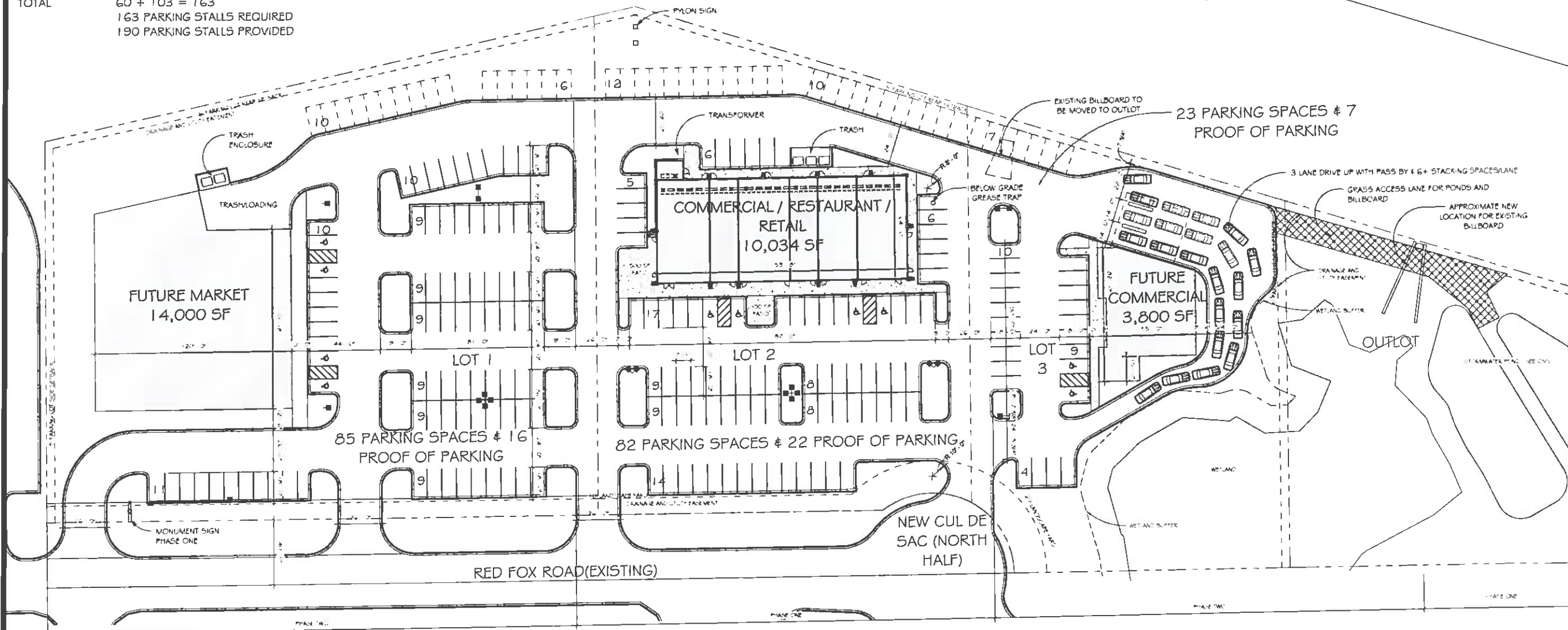
Name	Area	% of Total Site
Impervious		
	56083 SF	18.83%
Pervious		
	226684 SF	80.17%
	282767 SF	

Impervious/Pervious Coverage - Completed Construction - Less Red Fox Road ROW

Name	Area	% of Total Site
Impervious		
	137328 SF	48.57%
Pervious		
	145441 SF	51.43%
	282769 SF	

PERVIOUS/IMPERVIOUS - INTERIOR TO PARKING

IMPERVIOUS IN PARKING AREA 128,268 SF 88%
GREEN SPACE (INTERIOR TO PARKING) 20% REQUIRED PER CITY CODE 17,628 SF 12%
145,896 SF



1 - 694

SITE PLAN - COMPLETED CONSTRUCTION AND LAND USE PLAN

SCALE 1" = 30' 0"



Impervious/Pervious Coverage - Initial Construction - Lot 1		
Name	Area	% of Total Site

Impervious		
Impervious - Lot 1, Phase 1	3323 SF	3.87%
Pervious		
Pervious - Lot 1, Phase 1	87192 SF	96.33%
	90515 SF	

Impervious/Pervious Coverage - Initial Construction - Lot 2		
Name	Area	% of Total Site

Impervious		
Impervious - Lot 2	48874 SF	78.05%
Pervious		
Pervious - Lot 2	14029 SF	21.95%
	63903 SF	

Impervious/Pervious Coverage - Initial Construction - Lot 3		
Name	Area	% of Total Site


Impervious		
Impervious - Lot 3, Phase 1	2888 SF	5.91%
Pervious		
Pervious - Lot 3, Phase 1	45886 SF	94.09%
	48872 SF	

Impervious/Pervious Coverage - Outlot		
Name	Area	% of Total Site

Pervious		
Pervious - Outlot	79477 SF	100.00%
	79477 SF	

Impervious/Pervious Coverage - Red Fox		
Name	Area	% of Total Site

Impervious		
Impervious - Red Fox ROW	14829 SF	82.85%
Pervious		
Pervious - Red Fox ROW	9823 SF	37.15%
	23752 SF	



TUSHIE MONTGOMERY ARCHITECTS
 7445 DUNCAN AVENUE, SUITE 800
 MINNEAPOLIS, MINNESOTA 55425-4704
 612.461.7636 FAX 612.461.7632
 WWW.TMARCHITECTS.COM

Stonehenge Shoreview Retail Center

SHOREVIEW, MINNESOTA

PREPARED FOR:



STONEHENGE USA

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PROJECT NAME: ACIAL CACAWAN
 SIGNATURE: _____
 DATE: _____ LICENSE #: 48923

Revisions & Addendums

SEPT. 8, 2011 CITY SUBMITTAL
 OCT. 7, 2011 CITY SUBMITTAL
 FINAL PUD

200:1 SCA

SITE PLAN - INITIAL CONSTRUCTION

LI.1

NEW MONUMENT SIGN - SEE SIGN PLAN GSN.1

1

SITE PLAN - INITIAL CONSTRUCTION
 SCALE 1" = 30'-0"

LOT 1

LOT 2

LOT 3

RED FOX ROAD

I - 694

NEW PYLON SIGN

TRASH ENCLOSURES

PROOF OF PARKING

EXISTING BILLBOARD TO BE REMOVED

BELOW GRADE GREASE TRAP

TEMPORARY BITUMINOUS EDGE

GRASS ACCESS LANE FOR BILLBOARD AND STORMWATER

EXISTING BILLBOARD MOVED TO NEW LOCATION

STORMWATER POND - SEE CIVIL

WETLAND



LANDSCAPE REQUIREMENTS

1 TREE / 10 PARKING SPACES
MIN 15% SITE LANDSCAPED OPEN SPACE ON SITE

15% OPEN SPACE

PARKING LOT LANDSCAPING
AN AREA EQUAL TO 20% OF PARKING AND DRIVEWAY SURFACE SHALL BE DESIGNED WITH LANDSCAPE ISLANDS CAN BE REDUCED TO 10% WITH QUALIFYING DESIGN ELEMENTS SATISFIED.

LANDSCAPE ISLANDS TO BE A MIN OF 32.4 SF
SHADE TREES SHALL BE USED FOR THE PERIMETER OF PARKING AND ISLAND LANDSCAPING AT A RATE OF 1 TREE / 10 STALLS AND BE SETBACK 8' FROM CURBS

OVERSTORY TREES REQUIRED IN AND AROUND PARKING LOTS =
LOT 1 - 85 SPACES + 16 PROOF OF PARKING = 101 SPACES (10 TREES REQUIRED)
LOT 2 - 82 SPACES + 22 PROOF OF PARKING = 104 SPACES (10 TREES REQUIRED)
LOT 3 - 23 SPACES + 7 PROOF OF PARKING = 30 SPACES (3 TREES REQUIRED)
PROPOSED OVERSTORY TREES AT PARKING LOT PERIMETER + ISLANDS = 40 TREES

LOADING BIRTHS TO BE SCREENED BY PLANT MATERIAL, AREA BERM, OR FENCE

[illegible]

TREE PRESERVATION

- INVENTORED POSSIBLE LANDMARK TREES = 31
- INVENTORED SIGNIFICANT TREES = 291
- INVENTORED INSIGNIFICANT TREES = 214

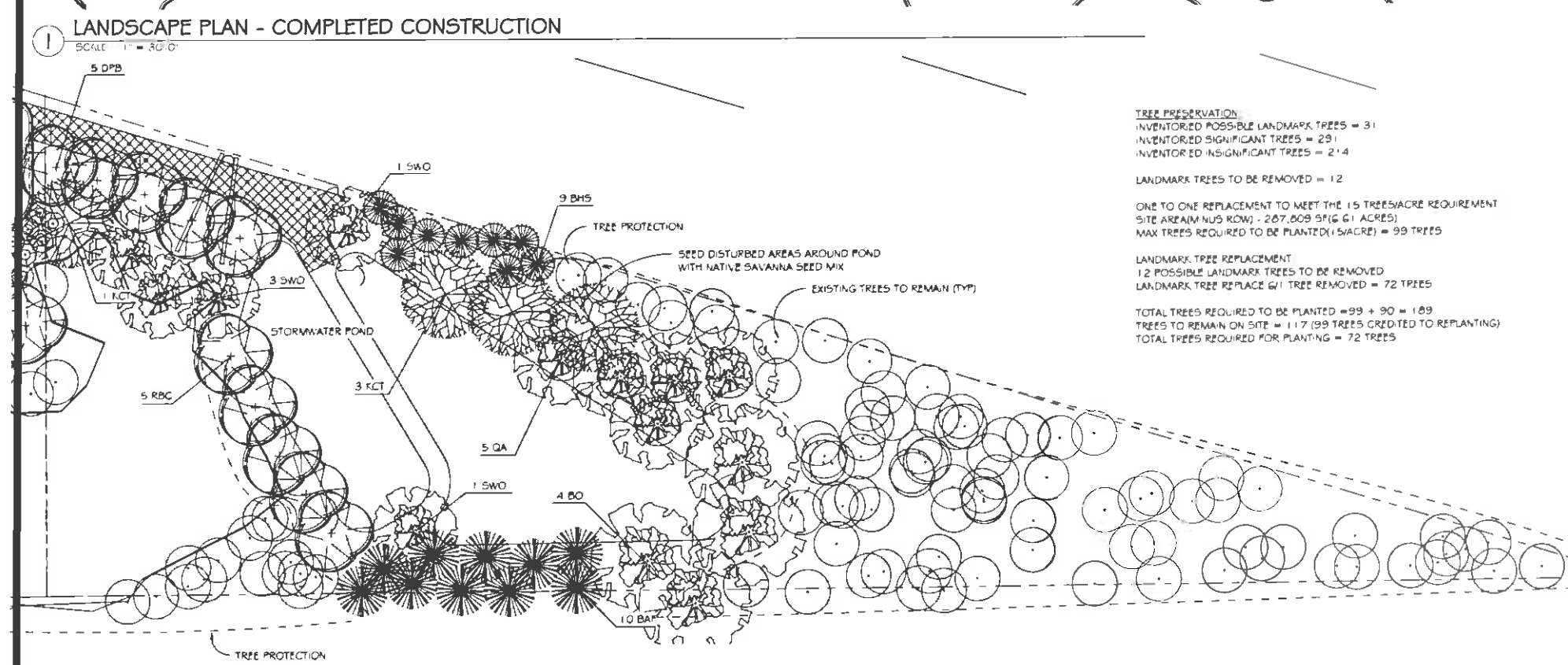
LANDMARK TREES TO BE REMOVED = 12

ONE TO ONE REPLACEMENT TO MEET THE 15 TREES/ACRE REQUIREMENT
SITE AREA MINUS ROW = 267,008 SQ. FT. (6.1 ACRES)
MAX TREES REQUIRED TO BE PLANTED (15 TREES/ACRE) = 99 TREES

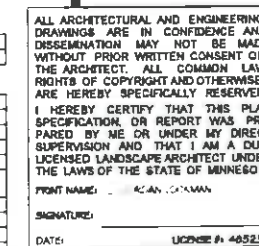
LANDMARK TREE REPLACEMENT

12 POSSIBLE LANDMARK TREES TO BE REMOVED
LANDMARK TREE REPLACE 6/1 TREE REMOVED = 72 TREES

TOTAL TREES REQUIRED TO BE PLANTED = 99 + 90 = 189
TREES TO REMAIN ON SITE = 117 (99 TREES CREDITED TO REPLANTING)
TOTAL TREES REQUIRED FOR PLANTING = 72 TREES



2 LANDSCAPE PLAN - COMPLETED(WETLAND)
SCALE 1" = 30'-0"

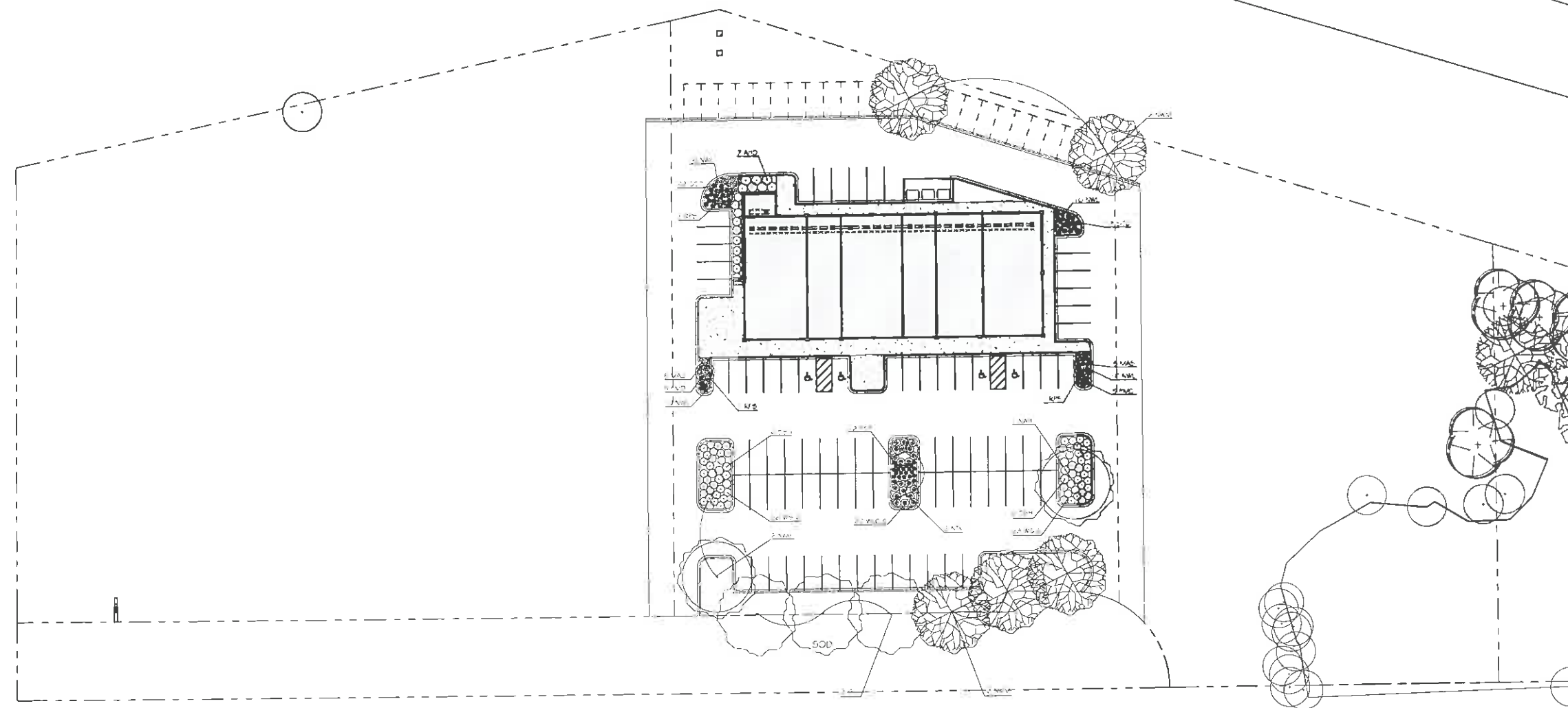


208:56A

LANDSCAPE PLAN -
INITIAL CONSTRUCTION

L3.1

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[illegible][illegible]

Stonehenge Shoreview Retail Center
SHOREVIEW, MINNESOTA



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PRINT NAME: KEAN, SCAMM
SIGNATURE: _____
DATE: _____ LICENSE # 46523

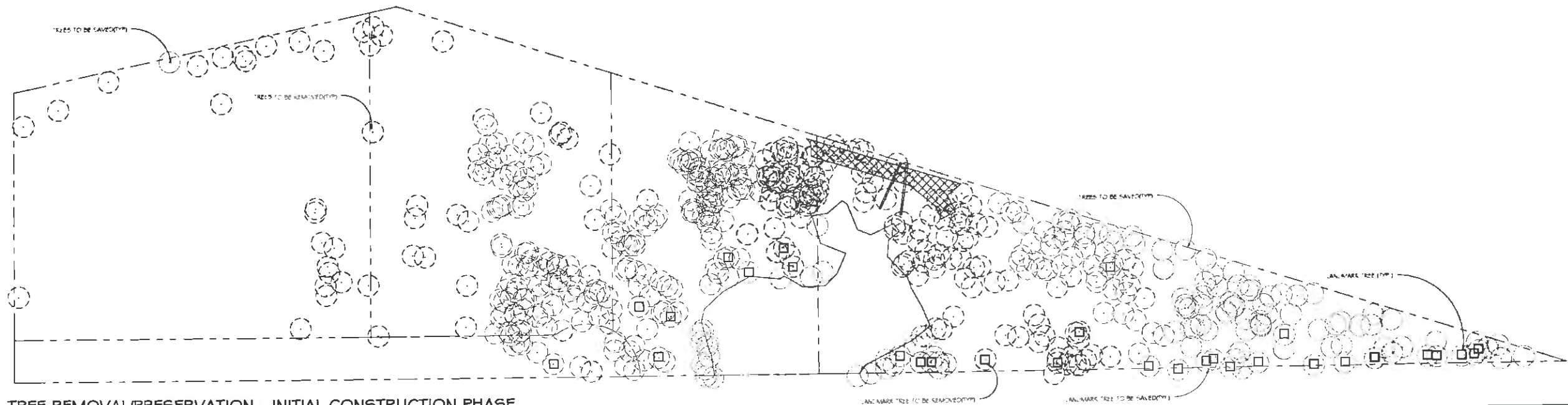
Revisions & Addendums
SEPT. 8, 2011 CITY SUBMITTAL
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FINAL PLD

2011 SGA

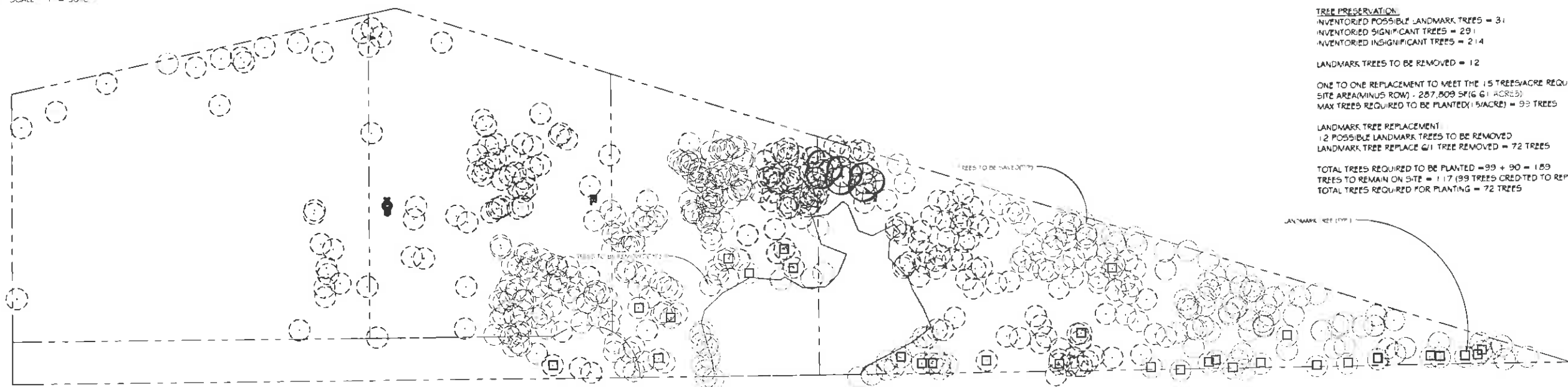
**TREE PRESERVATION
PLAN**

L5.0

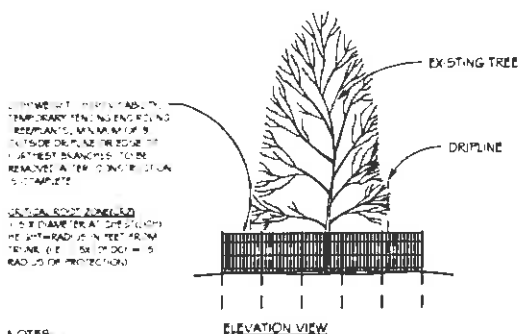
© 2011 Stonehenge & Associates, Inc.



1 TREE REMOVAL/PRESERVATION - INITIAL CONSTRUCTION PHASE
SCALE: 1" = 50'-0"

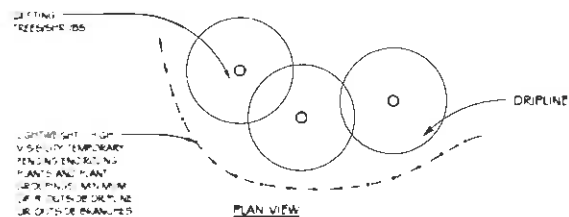


2 TREE REMOVAL/PRESERVATION - FINAL INSTALLATION
SCALE: 1" = 50'-0"



NOTES

1. THERE SHALL BE NO CONSTRUCTION EQUIPMENT OPERATION AND NO MATERIAL STORAGE/VEHICLE PARKING UNDER THE DRIPLINE OF EXISTING TREES TO BE SAVED.
2. TO BE INSTALLED AROUND ALL TREES AND OTHER PLANTINGS TO BE PRESERVED.
3. SEE LANDSCAPE PLAN FOR DETAILS.
4. PLANTS MUST BE CONTINUALLY WATERED, AS NEEDED, DURING CONSTRUCTION.
5. CARE MUST BE TAKEN TO MINIMIZE ANY COMPACTION, SHADING, OR ANY OTHER INTERRUPTION OF THE PLANTS NATURAL FUNCTIONS.



PLAN VIEW

3 EXISTING TREE/SHRUB PROTECTION
SCALE: 1" = 50'-0"

Stonehenge Shoreview Retail Center
 SHOREVIEW, MINNESOTA



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209 / 5CA

LIGHTING PLAN

L6.0

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TYPE B

TYPE C.D.E.

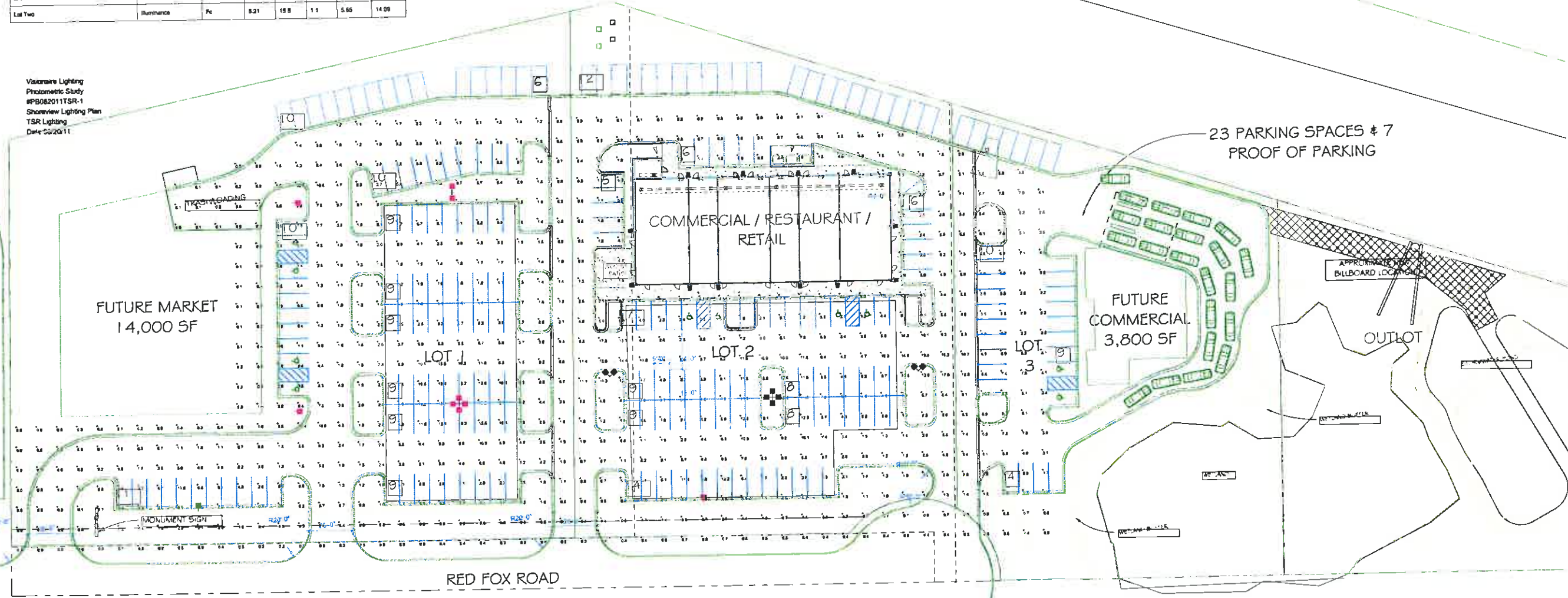
TYPE C.D.E.

TYPE A

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPa	Illuminance	Fc	3.41	19.8	0.8	N.A.	N.A.
Lot One	Illuminance	Fc	5.90	17.8	1.0	5.68	17.80
Lot Two	Illuminance	Fc	5.21	19.8	1.1	5.65	14.08

Visuair Lighting
 Photometric Study
 #P8082011TSR-1
 Shoreview Lighting Plan
 TSR Lighting
 Date: 05/20/11



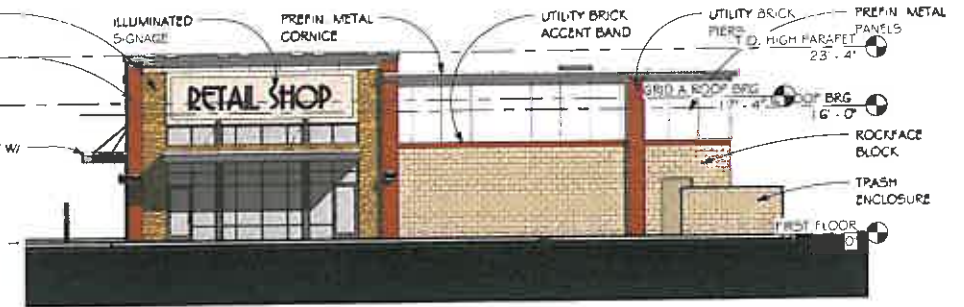
Luminaire Schedule

Symbol	Qty	Label	Arrangement	Lumens	LLF	Description
	12	B	SINGLE	9000	0.800	Visuair Sillhouette SL-2 T3-100PS-WM @ 10' mlg. Ht.
	4	C	SINGLE	40000	0.800	Visuair Parking Star PST-4 T3-400PS-HL-FD-SINGLE @ 27.5' mlg. Ht.
	3	D	BACK-BACK	44000	0.800	Visuair Parking Star PST-4 T3-400PS-HL-FG-TWIN @ 27.5' mlg. Ht.
	2	E	2 @ 90 DEGREES	40000	0.800	Visuair Parking Star PST-4 T3-400PS-HL-FG-090° @ 27.5' mlg. Ht.
	2	J	4 @ 90 DEGREES	40100	0.830	Visuair Parking Star PST-4 T3-400PS-HL-FG-4@90° @ 27.5' mlg. Ht.

Stonehenge Shoreview Retail Center
 SHOREVIEW, MINNESOTA



1 South Elevation
 SCALE 3/32" = 1'-0"



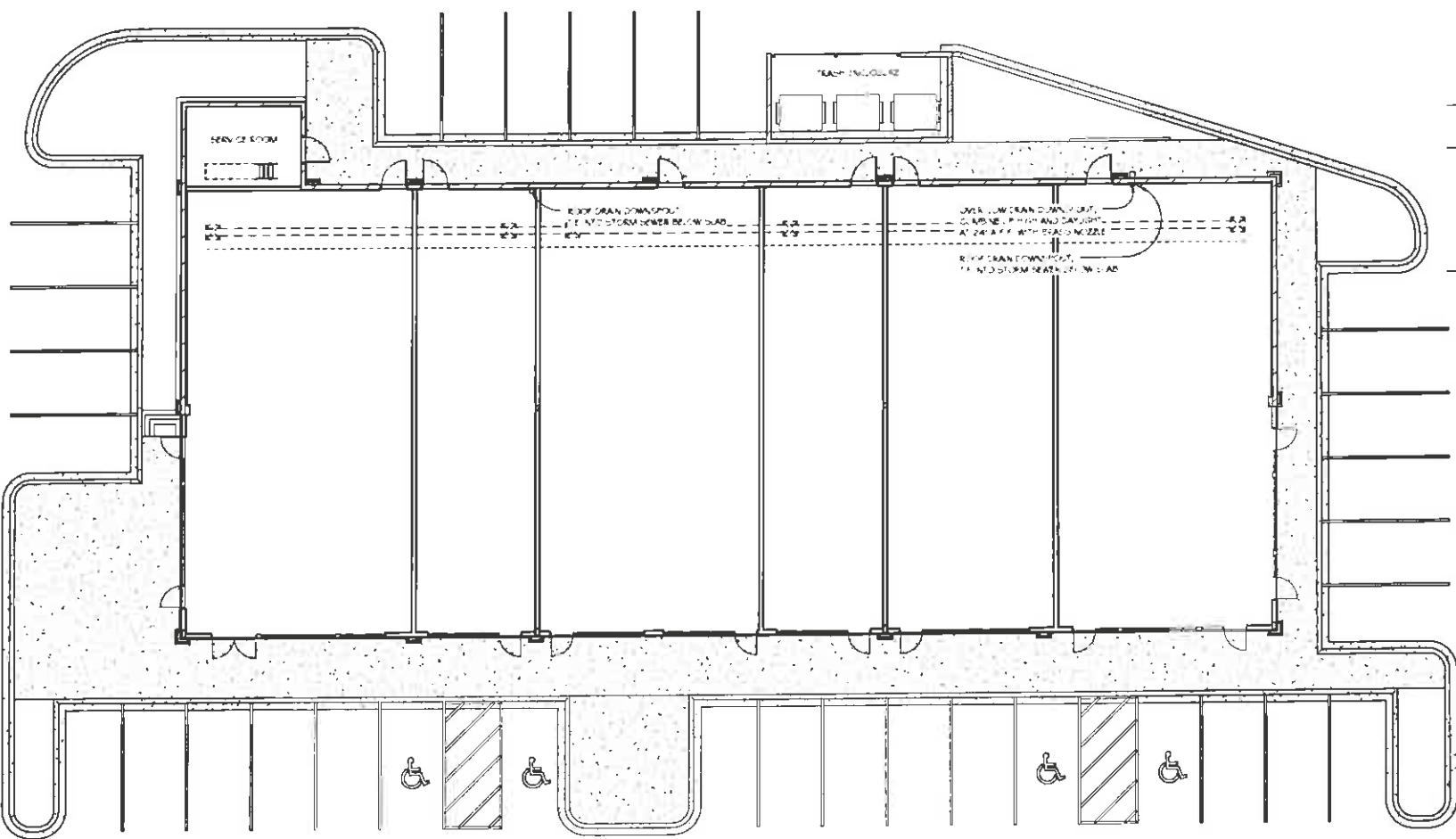
4 East Elevation
 SCALE 3/32" = 1'-0"



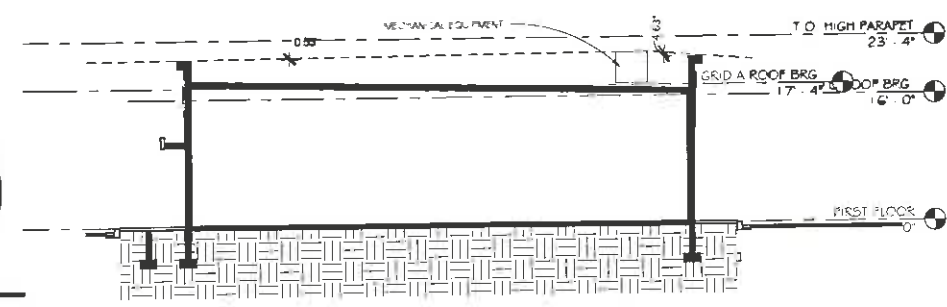
2 North Elevation
 SCALE 3/32" = 1'-0"



3 West Elevation
 SCALE 3/32" = 1'-0"



7 Floor Plan
 SCALE 3/32" = 1'-0"



6 SIGHTLINE DIAGRAM @ RETAIL
 SCALE 3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE			
NATURAL STONE VENEER	SUMMIT QUARRIES BY STONEHENGE	EXTERIOR INSULATION FINISH SYSTEM (EIFS) ACCENT	MANUFACTURER: DRYVIT
MANUFACTURER:	NATURAL THIN VENEER STONE	FINISH:	QUARZPUTZ
TYPE:	MILLFORD TAILORED BLEND	COLOR:	363 ALLSPICE
COLOR:	HEIGHTS 4" - 10" LENGTHS 8" - 24"	PREFINISHED METAL PANELS	TYPE: COMPOSITE METAL PANEL
SIZE:		COLOR:	CLEAR ANODIZED ALUMINUM
ROCK FACE BLOCK	ANCHOR BLOCK	METAL SOFFIT PANELS (CORNICES AND CANOPIES)	MANUFACTURER: UNA-CLAD
MANUFACTURER:	ARCHITECTURAL ROCK FACE	TYPE:	METAL PANEL
FINISH:	TOFFEE	COLOR:	MATCH STOREFRONT FINISH
COLOR:		METAL SOFFIT PANELS (BELOW CANOPIES)	TYPE: PERFORATED METAL SOFFIT PANELS
UTILITY BRICK	ENDICOTT CLAY PRODUCTS	COLOR:	MATCH STOREFRONT FINISH
MANUFACTURER:	UTILITY	ALUMINUM STOREFRONT WINDOWS	FINISH: CHARCOAL PERMAFLUOR
SIZE:	COBERTONE VELOUR		
COLOR:			
EXTERIOR INSULATION FINISH SYSTEM (EIFS)	MANUFACTURER: DRYVIT		
FINISH:	SANDPEBBLE FINE		
COLOR:	108 MANOR WHITE		



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PRINT NAME: _____
 SIGNATURE: _____
 DATE: _____ LICENSE # _____

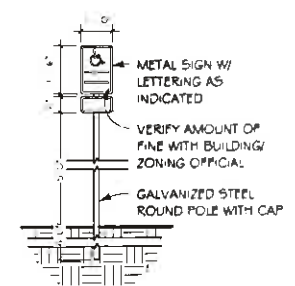
Revisions & Addendums
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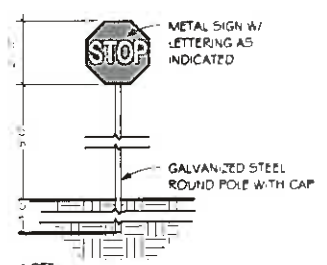
1 Southwest Perspective
SCALE



2 Southeast Perspective
SCALE



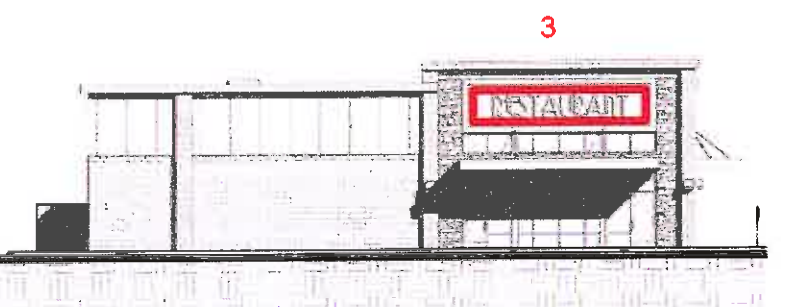
3 HANDICAP SIGN W/VAN
 SCALE 3/8" = 1'-0"



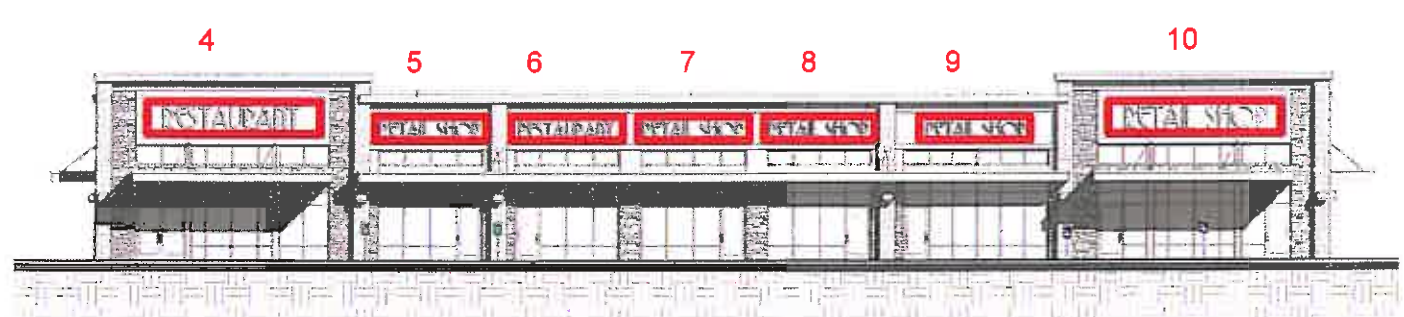
6 STOP SIGN
 SCALE 3/8" = 1'-0"



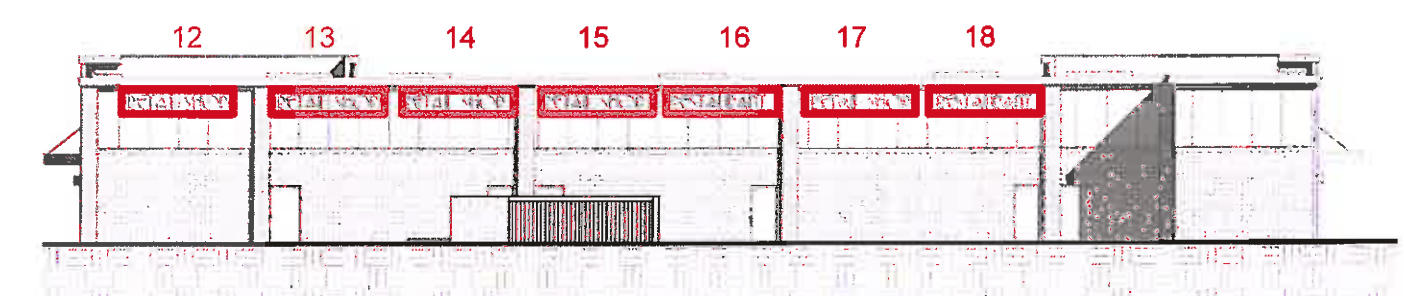
2 Signage - East Elevation
 SCALE 3/32" = 1'-0"



5 Signage - West Elevation
 SCALE 3/32" = 1'-0"



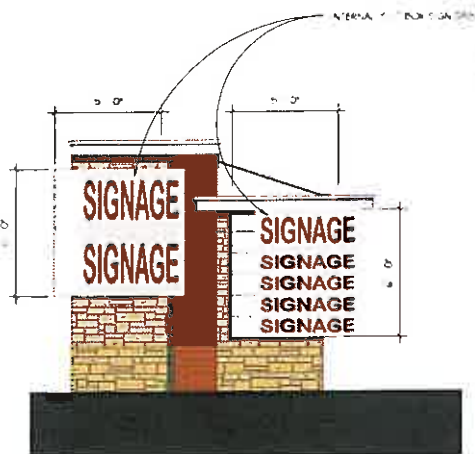
1 Signage - South Elevation
 SCALE 3/32" = 1'-0"



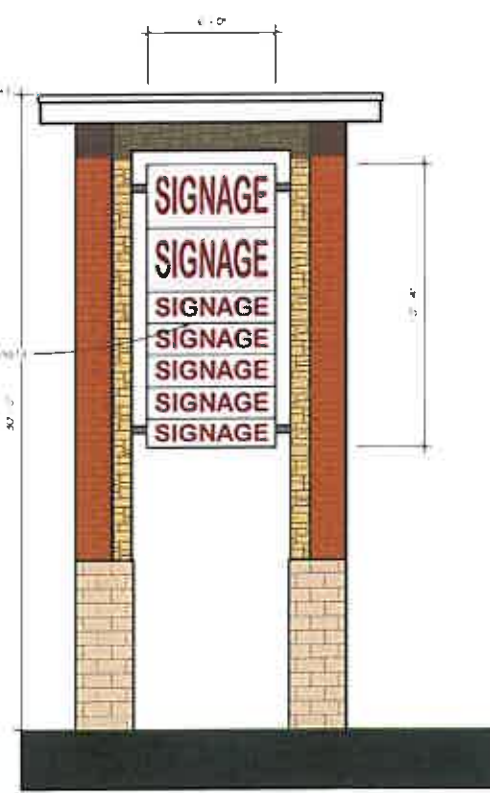
4 Signage - North Elevation
 SCALE 3/32" = 1'-0"

SIGNAGE SCHEDULE

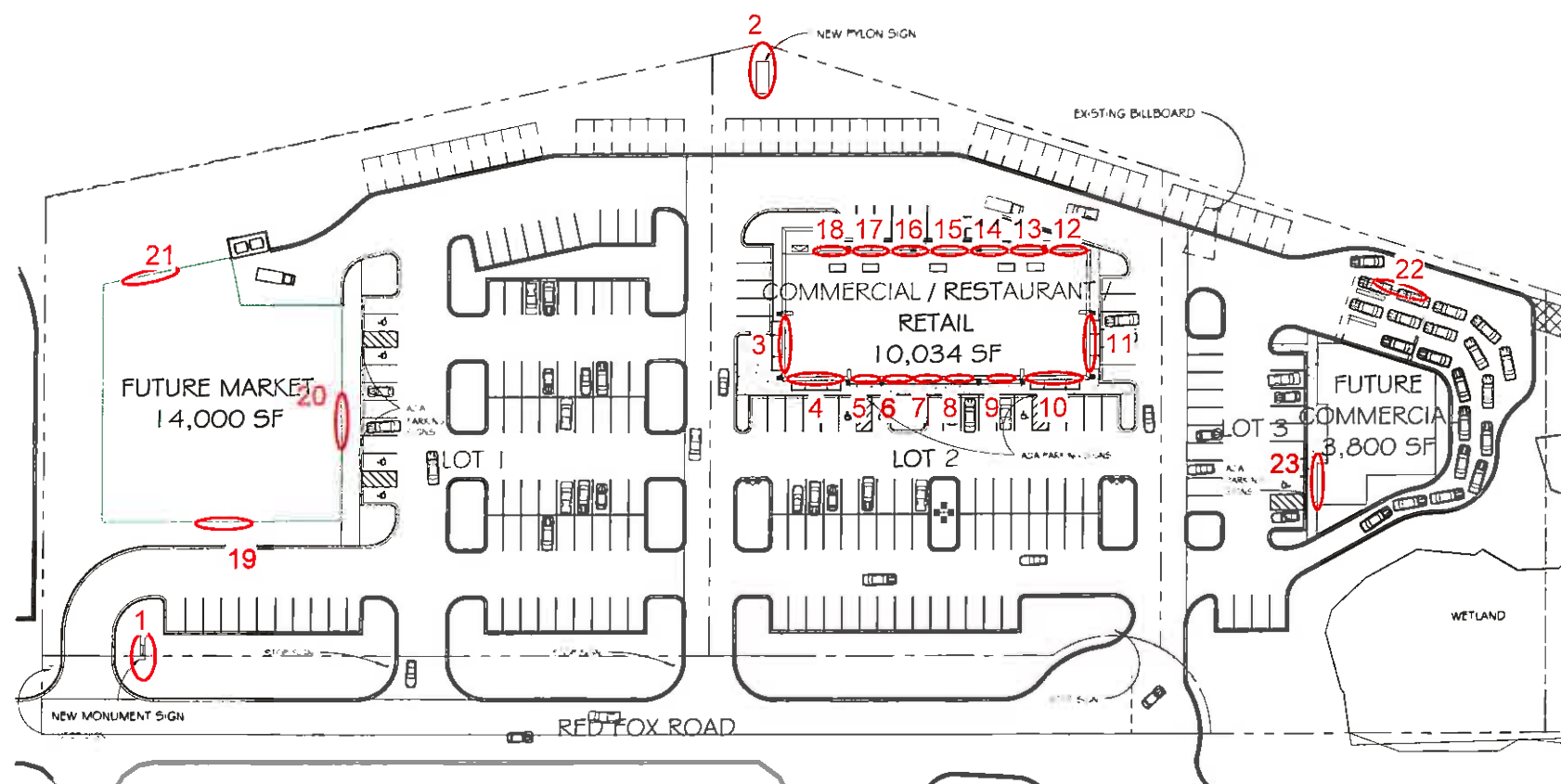
ITEM	TYPE	STYLE	SIGNAGE	SIZE
1	GENERAL SITE	Monument	Cabinet	10' x 14' x 10' H.D.
2		Pylon	Cabinet	10' x 14' x 10' H.D.
RESTAURANT / RETAIL				
3	Handicap Sign w/Van	Handicap Sign w/Van	Handicap Sign w/Van	3' x 5' x 10' H.D.
4	Stop Sign	Stop Sign	Stop Sign	3' x 5' x 10' H.D.
5	Handicap Sign w/Van	Handicap Sign w/Van	Handicap Sign w/Van	3' x 5' x 10' H.D.
6	Stop Sign	Stop Sign	Stop Sign	3' x 5' x 10' H.D.
7	Handicap Sign w/Van	Handicap Sign w/Van	Handicap Sign w/Van	3' x 5' x 10' H.D.
8	Stop Sign	Stop Sign	Stop Sign	3' x 5' x 10' H.D.
9	Handicap Sign w/Van	Handicap Sign w/Van	Handicap Sign w/Van	3' x 5' x 10' H.D.
10	Stop Sign	Stop Sign	Stop Sign	3' x 5' x 10' H.D.
11	Handicap Sign w/Van	Handicap Sign w/Van	Handicap Sign w/Van	3' x 5' x 10' H.D.
12	Stop Sign	Stop Sign	Stop Sign	3' x 5' x 10' H.D.
GENERAL SITE				
13	Handicap Sign w/Van	Handicap Sign w/Van	Handicap Sign w/Van	3' x 5' x 10' H.D.
14	Stop Sign	Stop Sign	Stop Sign	3' x 5' x 10' H.D.
15	Handicap Sign w/Van	Handicap Sign w/Van	Handicap Sign w/Van	3' x 5' x 10' H.D.
16	Stop Sign	Stop Sign	Stop Sign	3' x 5' x 10' H.D.
17	Handicap Sign w/Van	Handicap Sign w/Van	Handicap Sign w/Van	3' x 5' x 10' H.D.
18	Stop Sign	Stop Sign	Stop Sign	3' x 5' x 10' H.D.
19	Handicap Sign w/Van	Handicap Sign w/Van	Handicap Sign w/Van	3' x 5' x 10' H.D.
20	Stop Sign	Stop Sign	Stop Sign	3' x 5' x 10' H.D.
21	Handicap Sign w/Van	Handicap Sign w/Van	Handicap Sign w/Van	3' x 5' x 10' H.D.
22	Stop Sign	Stop Sign	Stop Sign	3' x 5' x 10' H.D.
23	Handicap Sign w/Van	Handicap Sign w/Van	Handicap Sign w/Van	3' x 5' x 10' H.D.



9 Monument Sign Elevation
 SCALE 1/4" = 1'-0"



10 Pylon Sign Elevation
 SCALE 1/4" = 1'-0"



7 Signage Plan
 SCALE 1" = 40'-0"